AGREEMENT NO. C-0-2150

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

FIRST TRANSIT, INC.

THIS AGREEMENT is effective as of this 20th day of October, 2021 (“Effective Date”), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), First Transit, Inc., 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to provide turnkey management and operation of the OC ACCESS paratransit and OC Flex microtransit service**;** and

WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONTRACTOR has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, CONTRACTOR wishes to perform these services;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONTRACTOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AUTHORITY DESIGNEE

The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.

B. CONTRACTOR shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

Names	**Functions**
Laura Sampson	General Manager/Project Manager
Nick T. Duron	Operations Manager
Bryan Muramoto	Maintenance Manager
Jennifer McKibbins	Safety Manager
Fany Gutierrez	Call Center Manager
Brad McClean	Information Technology Manager
Georgette Carrasco	Human Resources Manager
Maria Torres	Accounting Manager
Shelly Verrinder	Director of Quality Assurance

Juan Casillas	Driver Trainer
Manuel Crail	Customer Relations Coordinator

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

D. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTOR is not provided with prior notice by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

E. If AUTHORITY becomes dissatisfied with the performance of any person, including but not limited to "key personnel" or any driver, performing under this Agreement, AUTHORITY shall notify CONTRACTOR in writing. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall immediately propose a replacement person for evaluation and approval by AUTHORITY or present to AUTHORITY a plan for correcting the incumbent's performance deficiencies. If AUTHORITY rejects the plan presented by CONTRACTOR or if the incumbent's performance deficiencies are not corrected to AUTHORITY's satisfaction, then CONTRACTOR shall propose to AUTHORITY a replacement person for evaluation and approval by AUTHORITY. CONTRACTOR agrees to consult with AUTHORITY in order to seek its input and concurrence on CONTRACTOR’s replacement for a position.

F. If, during the course of normal employee turnover, the position of the General Manager/Project Manager, Operations Manager, Maintenance Manager, Call Center Manager, Information Technology Manager, Safety Manager, Driver Trainer, Customer Relations Coordinator, Human Resources Manager, or Accounting Manager remains open for a period in excess of thirty (30) calendar days, the AUTHORITY may deduct the salary and benefits, as described in Exhibit A, Scope of Work, plus a penalty of $1,000.00 per day for every day in which the position remains unfilled beyond the first thirty (30) calendar days.

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence upon Notice to Proceed and shall continue in full force and effect through December 31, 2025, unless earlier terminated as provided elsewhere in this Agreement.

B. AUTHORITY, at its sole discretion, on not less than sixty (60) days prior written notice, may elect to extend the term of this Agreement for an additional twenty-four (24) months commencing January 1, 2026 and continuing through December 31, 2027, ("First Option Term"), and thereupon require CONTRACTOR to continue to provide services, and otherwise perform, in accordance with Exhibit A and at the rates set forth in Exhibit B, “Price Summary Sheet,” which are attached to and, by this reference, incorporated in and made a part of this Agreement.

C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an additional twenty-four (24) months commencing January 1, 2028 and continuing through December 31, 2029, ("Second Option Term"), and thereupon require CONTRACTOR to continue to provide services, and otherwise perform, in accordance with Exhibit A and at the rates set forth in Exhibit B, “Price Summary Sheet,” which are attached to and, by this reference, incorporated in and made a part of this Agreement.

D. AUTHORITY’s election to extend this Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY’s convenience or CONTRACTOR’s default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from execution by both parties, through December 31, 2029, which period encompasses the Initial Term, First Option Term and Second Option Term.

ARTICLE 5. PAYMENT

A. As a material inducement to AUTHORITY to enter into this Agreement, CONTRACTOR represents and warrants that it has thoroughly and independently investigated and considered the scope of services and fully understands the difficulties, costs, and restrictions in performing the work and in entering into this Agreement and is not relying on any representations by AUTHORITY other than those set forth herein and RFP 0-2150. CONTRACTOR represents that it is experienced in performing the work and warrants that its cost proposal reflects its independent investigation of the work to be performed. CONTRACTOR further warrants that the work can and will be performed in accordance with such cost proposal during the entire term of this Agreement. CONTRACTOR guarantees its proposed price, barring changes in scope directed by AUTHORITY outside the intent of RFP 0-2150.

B. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 7, AUTHORITY shall pay CONTRACTOR a fixed monthly rate and a per trip rate for the OC ACCESS paratransit service and at Revenue Vehicle Hourly (RVH) rate for the OC Flex microtransit service.

C. All cash revenues collected shall be retained by CONTRACTOR and shall be deducted from the monthly invoice. AUTHORITY shall thereupon pay CONTRACTOR the resulting amount due. All revenues shall be accumulated and deducted for each AUTHORITY accounting period. CONTRACTOR shall report all fares and passes received and an accurate passenger count and the number of trips completed for each accounting period and service type.

D. During each billing period, CONTRACTOR shall meet the performance standards as specified in Attachment 4 to Exhibit A. Failure to meet these standards shall result in the application of the Exhibit A specified penalties against CONTRACTOR's billing-period invoice(s). AUTHORITY will monitor performance of CONTRACTOR against the performance measures stated in Attachment 4 to Exhibit A to ensure that the standards that have been established are appropriate and fair.

E. On or before the tenth (10th) calendar day of the close of the billing cycle, CONTRACTOR shall submit an invoice for the services provided to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net, with a copy to the AUTHORITY's Manager of Paratransit Services, or designee, itemizing CONTRACTOR's full and complete performance under this Agreement for the previous period and showing the retained revenue deducted. The invoice shall include the following:

1. All costs incurred by subcontractors, which shall be a direct pass through;
2. Each invoice shall follow a format provided by the AUTHORITY and shall cite

Agreement No. C-0-2150;

3. Specify service for which payment is being requested;

4. The time period covered by the invoice and the amount of payment requested;

5. All relevant back-up documentation, including monthly operations summaries, and fare reconciliation documentation must be included with each invoice. CONTRACTOR shall also include receipts of cash deposits to AUTHORITY on a monthly basis. AUTHORITY shall remit payment within sixty (60) days of receipt and approval of each invoice;

6. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice; and

7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

F. If any portion of the invoice is disputed by AUTHORITY, AUTHORITY agrees to reimburse CONTRACTOR for all undisputed costs. Disputed costs shall be resolved in thirty (30) days and be included in the subsequent month's payment to CONTRACTOR.

G. Adjustments to these payments may be made for CONTRACTOR performance that falls below require Performance Standards as set forth in Attachment 4 of Exhibit A.

ARTICLE 6. PROMPT PAYMENT CLAUSE

A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to facilitate timely payment to all subcontractors in accordance with regulatory mandates. Pursuant to 49 CFR Part 26.29, AUTHORITY will include the following clause in each U.S. DOT-assisted contract:

B. “CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment CONTRACTOR receives from AUTHORITY. CONTRACTOR agrees further to return retainage payments to each subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Agreement work by AUTHORITY. Any delay or postponement of payment from the above referenced time frame may take place only for good cause and with AUTHORITY's prior written approval." CONTRACTOR shall incorporate this clause verbatim, set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other source agreements issued to both DBE and non-DBE firms.

C. Any violation of the provisions listed above shall subject the violating CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR; deficient subcontractor performance and/or noncompliance by a subcontractor.

D. Failure to comply with this provision without prior approval from AUTHORITY will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that full payment is not made.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be Two Hundred Forty-Two Million, Five Hundred Seventy-Nine Thousand, Two Hundred Twenty-One Dollars ($242,579,221.00) which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of this Agreement.

/

ARTICLE 8. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONTRACTOR:	To AUTHORITY:
First Transit, Inc.	Orange County Transportation Authority
600 Vine Street, Suite 1400	550 South Main Street
	P.O. Box 14184
Cincinnati, OH 45202	Orange, CA 92863-1584
ATTENTION: Fadi Chakbazof Senior Vice President, West Region	ATTENTION: Masih Bahadori Section Manager, Procurement
Phone: (513) 704 - 4685	Phone: (714) 560 – 5841
Email: fadi.chakbazof@firstgroup.com	Email: mbahadori@octa.net

ARTICLE 9. AUTHORITY OVERSIGHT AND MANAGEMENT

A. AUTHORITY’s Manager of Paratransit Services, or designee, shall be the single point of contact for CONTRACTOR and will be responsible for overseeing CONTRACTOR’s performance under the Agreement. AUTHORITY shall assign personnel from various departments to monitor different aspects of CONTRACTOR’s performance to assist AUTHORITY’s Manager of Paratransit Services in ensuring compliance with Exhibit A. All formal communications regarding technical performance under this Agreement shall be between AUTHORITY’s Manager of Paratransit Services and CONTRACTOR’s point of contact identified in Article 8, and shall be subject to this Agreement. Communications for all contractual issues arising out of CONTRACTOR’s performance under this Agreement shall be between the Director of Contracts Administration and Materials Management (CAMM), or designee and CONTRACTOR’s point of contact identified in Article 8, and be subject to this Agreement.

B. Any verbal additions, deletions, or modifications of any kind made to this Agreement including changes to the Scope of Work and/or other Exhibits or Attachments by any personnel not specified in paragraph A shall be considered unauthorized and invalid. Valid modifications to the Agreement, Scope of Work, other Exhibits and Attachments shall be in the form of a written amendment, signed by either AUTHORITY's Chief Executive Officer or Manager of CAMM.

ARTICLE 10. INDEPENDENT CONTRACTOR

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. Should CONTRACTOR's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONTRACTOR shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 11. INSURANCE

A. CONTRACTOR shall purchase and maintain with an insurer or insurers acceptable to AUTHORITY policies of insurance, which will protect CONTRACTOR, AUTHORITY and any other party having an interest deriving from this Agreement, from claims that may arise from CONTRACTOR's acts or omissions or from the acts or omissions of CONTRACTOR's subcontractors or other agents.

B. During performance hereunder, and throughout the term of this Agreement, CONTRACTOR shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance conditions (except as permitted in writing by AUTHORITY), and CONTRACTOR shall not, of its own initiative, cause such insurance to be canceled or materially changed during the term of this Agreement.

CONTRACTOR may purchase an excess liability policy to comply with the minimum liability requirements of this Agreement.

(1) Workers' Compensation insurance with the limits established and required by the State of California with a waiver of subrogation favorable to the AUTHORITY.

(2) Employers' Liability insurance with minimum limits of One Million Dollars ($1,000,000) per occurrence.

(3) Commercial General Liability insurance, to include Premises/Completed Operations, Contractual, and Personal Injury liability, with minimum limits of Five Million Dollars ($5,000,000) per occurrence. AUTHORITY requires an unimpaired aggregate of Five Million Dollars ($5,000,000) for this coverage.

(4) Commercial Automobile insurance coverage to include owned, non-owned and hired vehicles, with a minimum combined single limit of liability for Bodily Injury and Property Damage of Ten Million Dollars ($10,000,000) per occurrence to include collision and comprehensive coverage of not less than the actual cash value of the vehicle with a limited deductible not to exceed Ten Thousand Dollars ($10,000). AUTHORITY requires an unimpaired aggregate of Ten Million Dollars ($10,000,000) for the Commercial Automobile Insurance Policy.

(5) Garagekeepers Liability with minimum limits of Two Million Dollars ($2,000,000) of coverage per occurrence.

(6) Employment Practices Liability insurance with minimum limits of One Million Dollars ($1,000,000) per occurrence during all phases of the Agreement.

C. Not less than ten (10) working days prior to commencement of this Agreement, CONTRACTOR shall furnish to AUTHORITY's Contract Administrator a broker-issued certificate of insurance showing the required insurance coverages for CONTRACTOR and further providing that:

(1) AUTHORITY, its Officers, Directors, Employees and Agents are named as additional insured(s) on the Commercial General Liability and Commercial Automobile insurance policies with respect to performance hereunder; and

(2) The coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder; and

(3) Thirty (30) days prior written notice of cancellation or material change in insurance coverage to be given to AUTHORITY.

D. Within ninety (90) days from the effective date of this Agreement, CONTRACTOR shall furnish to AUTHORITY's Contract Administrator a copy of the actual policy endorsement(s) naming AUTHORITY as an additional insured as specified in paragraph C, subparagraph 1 of this Article. Each endorsement shall state the insurance policy number, the policy term and the insurance coverages for which AUTHORITY is an additional insured.

E. "Occurrence," as used in this Article, means any event or related exposure to conditions which result in bodily injury, property damage, job or wage loss, or other types losses resulting from the performance of this contract.

F. CONTRACTOR, in the case of an accident, shall immediately notify AUTHORITY of the accident and act on AUTHORITY's behalf in the following manner:

1) conduct an investigation of the accident and provide copies of reports and photographs to AUTHORITY;

2) secure all evidence, including the AUTHORITY's-owned vehicle(s);

3) provide for towing and storage of AUTHORITY vehicles if needed;

4) defend and indemnify AUTHORITY in any and all claims or lawsuits resulting from the accident; and

5) pursue claims on behalf of AUTHORITY for damage to AUTHORITY-owned vehicles or property and any resulting loss of revenue. CONTRACTOR shall periodically communicate with AUTHORITY's Risk Management Department on the status of accident-related events and claims activities.

ARTICLE 12. AUTHORITY-FURNISHED EQUIPMENT

A. AUTHORITY shall provide CONTRACTOR with revenue vehicles to operate the required transportation services. However, the number of AUTHORITY-provided vehicles may prove to be insufficient to meet peak service demands during the term of this Agreement. AUTHORITY shall work closely with CONTRACTOR to evaluate the fleet requirements necessary to meet service demands and make contingency fleet vehicles available as appropriate.

B. CONTRACTOR shall be liable to AUTHORITY for any damage to or loss of AUTHORITY facilities, vehicles, radios, digital communications equipment, fareboxes, and other components of said vehicles, and shall also be liable to AUTHORITY, or such other parties who are under contract by AUTHORITY, for damage to or loss of other office equipment or property furnished by AUTHORITY or AUTHORITY's contractor to CONTRACTOR for CONTRACTOR's possession and use under this Agreement, unless such damage or loss results from the negligence, misconduct or breach of an agreement by such other party who is under contract by AUTHORITY. CONTRACTOR's liability in this regard shall include, but not be limited to, damage or loss caused by collision, negligence, abuse, vandalism, fire or theft, but in no event shall such liability exceed the replacement cost of the vehicle(s), equipment or other property so damaged or lost.

C. AUTHORITY shall provide the computer software applications identified in Exhibit A, Scope of Work. CONTRACTOR shall have no ownership rights to the software license, records, and software maintenance. CONTRACTOR shall return all copies of the software, technical documentation and other materials provided by AUTHORITY at the expiration or termination of this Agreement or upon request by AUTHORITY. CONTRACTOR acknowledges that all software, documentation and other materials provided may include trade secrets and other confidential and proprietary information. CONTRACTOR shall maintain such information in confidence and not disclose the information directly or indirectly to any third party. CONTRACTOR shall make no attempt to reverse compile, disassemble or otherwise reverse engineer the software or any portion thereof. AUTHORITY shall provide all maintenance for the software applications.

D. AUTHORITY shall provide all parts and labor required for Mechanical Fareboxes, unless repair is a result of operator neglect and/or abuse in which CONTRACTOR shall compensate

AUTHORITY for all expenses incurred by AUTHORITY.

E. The CONTRACTOR shall operate and maintain alternate fuel vehicles as requested by the AUTHORITY.

F. Unless otherwise provided in this Agreement, upon delivery to CONTRACTOR or manufacture or acquisition by it of any materials, parts, tooling or other property to which AUTHORITY possesses title, or which AUTHORITY has rented or leased and furnished to CONTRACTOR, CONTRACTOR assumes the risk of, and shall be responsible for, any damage to or loss of such property. In any event, upon the conclusion of this Agreement or upon demand by AUTHORITY, CONTRACTOR shall return such property to AUTHORITY in the condition in which it was received, except for reasonable wear and tear and except for such property as has been reasonably consumed in performance of work under this Agreement.

ARTICLE 13. PERFORMANCE BOND

A. As partial security against CONTRACTOR's failure to satisfactorily fulfill all of its obligations under this Agreement, CONTRACTOR shall establish a performance bond in favor of AUTHORITY.

B. The bond shall be in the amount of ten percent (10%) of the first four (4) contract years (Initial Term) amounts and shall be executed by a corporate surety authorized to conduct business as a surety in the state of California. If at any time this Agreement is amended, the amount of the bond shall be increased or decreased accordingly.

C. The performance bond shall meet the following requirements:

1. Be established prior to payment of any invoices for work performed under this Agreement;

2. Identify AUTHORITY and Agreement No. C-0-2150 for which the performance bond is provided;

3. Be in the amount of ten percent (10%) of the first four (4) contract year (Initial Term) amounts. If this Agreement is amended, the amount shall be adjusted accordingly; and

4. Shall be valid for the "Initial Term" of the Agreement.

5. For each option year that is exercised following the “Initial Term” of this Agreement, a new bond shall be issued prior to the expiration of the previous bond. Each bond shall be ten percent (10%) of the combined amount of the Option Term and the prior two (2) years. In the event the corporate surety elects not to renew the bond, CONTRACTOR shall provide AUTHORITY an irrevocable letter of credit in the same amount as the bond;

6. Upon written notice by AUTHORITY that CONTRACTOR has defaulted under this Agreement, the corporate surety will have ten (10) business days to make a determination on the claim and to notify AUTHORITY accordingly.

ARTICLE 14. WARRANTY

A. CONTRACTOR represents that it is fully experienced and properly qualified to perform the class of service required for this Agreement and that it is properly licensed, equipped, organized and financed to perform all services stated in Exhibit A, Scope of Work.

B. CONTRACTOR warrants that all services shall be in accordance with this Agreement and shall comply with the performance standards stated in Attachment 4 to Exhibit A. In the event of a breach of this warranty, CONTRACTOR shall take the necessary actions to correct the breach and consequences thereof, at the CONTRACTOR’s sole expense, in the most expeditious manner as permitted by existing circumstances. If the CONTRACTOR does not promptly take steps to correct the breach upon notification by AUTHORITY, the AUTHORITY, without waiving any other rights or remedies it may have at law or otherwise, may do so or cause others to do so and the CONTRACTOR shall promptly reimburse the AUTHORITY for all expenses and costs incurred in connection therewith.

ARTICLE 15. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 0-2150, (3) CONTRACTOR's proposal dated March 4, 2021 and Best and Final Offer dated May 19, 2021; and (4) all other documents, if any, cited herein or incorporated by reference.

/

ARTICLE 16. CHANGES

A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with this Agreement as changed.

B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed by AUTHORITY.

ARTICLE 17. DISPUTES

A. Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If project managers do not reach a resolution, the dispute will be decided by AUTHORITY’s Director of CAMM, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMM, shall be the final and conclusive administrative decision.

B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

ARTICLE 18. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONTRACTOR a sixty (60) day written notice thereof. Upon termination, AUTHORITY shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 8, herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

B. In the event either Party defaults in the performance of any of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party provided that the defaulting Party does not cure its default or breach of this Agreement within thirty (30) business days from date of written notice. Upon receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall pay CONTRACTOR for work and/or services satisfactorily provided up to the date of termination in compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such termination. If CONTRACTOR defaults during the Initial Term of the Agreement, CONTRACTOR will be liable to AUTHORITY for reprocurement costs together with any incidental or consequential damages incurred because of the termination.

ARTICLE 19. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers under this Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

ARTICLE 20. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of Work to the parties identified below for the functions described below. CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONTRACTOR.

Subcontractor Name/Addresses	**Subcontractor Function**
SMS Transportation Services, Inc. 865 South Figueroa Street #2750 Los Angeles, CA 90017 Teela Page (213) 489-5367 teela@smstransportation.net	Subcontract Service Provider

Global Paratransit, Inc. 400 West Compton Boulevard Gardena, CA 90248 Darian Harris (310) 292-1106 darian@global-paratransit.com	Subcontract Service Provider
JCM & Associates, Inc. (doing business as Blue Goose Uniforms) 5443 East Washington Boulevard Commerce, CA 90040 Jose Cornejo (323) 726-9040 richard@bluegooseuniforms.com	Employee Uniforms
Isla Tires, Inc. 12328 Carmenita Road Whittier, CA 90605 Gabriel Islas (562) 941-9419 gabriela@islatires.com	Tire Supplier
ButterFli, Inc. 865 South Figueroa Street, Suite 2750 Los Angeles, CA 90017 Geri Willis (213) 220-5884 geri@gobutterfli.com	Subcontract Service Provider

Primetime Shuttle, Inc. 4250 West Imperial Highway Inglewood, CA 90304 Shawn A. Chavira (323) 972-5832 shawnc@primetimeshuttle.com	Subcontract Service Provider
UZURV Holdings, Inc. 413 Stuart Circle Richmond, VA 23220 Trish FitzPatrick (410) 598-5950 trish@uzurv.com	Subcontract Service Provider

ARTICLE 21. OPERATING OTHER SERVICES

CONTRACTOR agrees to comply with 49 U.S.C. 5323 (d) and 49 U.S.C. 5323(f) and 49 CFR Parts 604 and 605, which stipulates that CONTRACTOR, while using federally funded equipment or facilities, may not engage in charter service operations or school bus operations exclusively for the transportation of groups, students or school personnel in competition with private charter services or with private school bus operators unless qualified under specified exemptions.

ARTICLE 22. ACCESS TO RECORDS AND REPORTS

CONTRACTOR shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during

CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 20 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 23. CONFLICT OF INTEREST

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 24. CODE OF CONDUCT

CONTRACTOR agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party contracts, which is hereby referenced and by this reference is incorporated herein. CONTRACTOR agrees to include these requirements in all of its subcontracts.

ARTICLE 25. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONTRACTOR and all subcontractors performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with AUTHORITY, either as a prime CONTRACTOR or subcontractor. Failure to refrain from such representation may result in termination of this Agreement.

/

ARTICLE 26. PROHIBITION ON COMMERCIAL ACTIVITIES

Neither CONTRACTOR nor any CONTRACTOR Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third parties for establishing any activities on AUTHORITY property.

ARTICLE 27. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 28. GENERAL WAGE RATES

CONTRACTOR will ensure compliance with all state and federal laws and regulations concerning the terms and conditions of wages and benefits applicable to its employees, including Fair Labor Standards Act regulations and California Industrial Welfare Commission industrial wage orders. Should CONTRACTOR fail to comply with such regulations and/or subject AUTHORITY to penalties, fines, or other fees for failure to maintain compliance with such laws or regulations, CONTRACTOR will be solely responsible for payment of any such penalties, fines, or fees and will defend and indemnify AUTHORITY from payment of any such penalties, fines, or fees.

ARTICLE 29. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 30. NOTICE OF LABOR DISPUTE

A. CONTRACTOR shall give AUTHORITY notice of any union organizing activity when

CONTRACTOR is aware of such activity. In the event that an election is held, the results of the election shall be communicated to AUTHORITY within eight (8) hours after the voting results are known to CONTRACTOR.

B. Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay performance of this Agreement, CONTRACTOR shall immediately notify and submit all relevant information to AUTHORITY, including its plan for continuing to provide transportation services. CONTRACTOR shall insert the substance of this entire clause in all, if any, subcontracts hereunder.

C. If a labor dispute results in a work slowdown or labor strike, whereby CONTRACTOR does not have sufficient labor force to provide one or more types of the transportation services specified in this Agreement, AUTHORITY may withhold payments to CONTRACTOR related to the percentage of the variable costs reimbursement equivalent to the percentage of transportation service not being provided of the type of service affected until the work slowdown or labor strike has ended.

D. CONTRACTOR is encouraged to work with AUTHORITY to establish a contingency plan in order to ensure continued service to the public. Within one hundred eighty (180) days after the date of this Agreement, CONTRACTOR shall work with AUTHORITY to develop a contingency plan to be used in the event of a strike or work slowdown which will provide for plans to hire temporary or replacement workers as well as use subcontractors and other internal resources. In the event subcontractors are recommended by CONTRACTOR to provide the service, AUTHORITY shall approve such recommendation prior to CONTRACTOR hiring the subcontractor.

ARTICLE 31. CALIFORNIA LABOR CODE CHAPTER 4.6

CONTRACTOR shall adhere to the requirements set forth in California Labor Code, Chapter 4.6, Section 1070 through Section 1072.

ARTICLE 32. NONDISCRIMINATION

A. Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. Section 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex disability, or age. CONTRACTOR agrees to comply with all applicable regulations and other implementing requirements the Federal Transit Administration (FTA) may issue.

B. Race, Color, Creed, National, Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e et seq.; and Federal transit laws at 49 U.S.C. Section 5332; CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;" 41 CFR part 60; and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. Section 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. Section 2000e. CONTRACTOR further agrees to comply with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d et seq.; 49 CFR part 21; the most recent version of FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients;” DOT Order 5610.2(a) to Address Environmental Justice in Minority Populations and Low Income Populations;” Executive Order No. 13166 and DOT Policy Guidance concerning Recipients’ Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005); and the most recent version of FTA Circular 4704.1 “Equal Employment Program Guidelines for Grant Recipients,” as applicable. CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

C. Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. Sections 621-634; U.S. Equal Employment Opportunity Commission regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625; the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6101 et seq.; U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR part 90; and Federal transit law at 49 U.S.C. Section 5332; CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. CONTRACTOR agrees to comply with implementing requirements FTA may issue.

D. Disabilities: In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. Section 4151 et seq., and Federal transit law at 49 U.S.C. Section 5332; CONSULTANT agrees that it will not discriminate against individuals on the basis of disability. CONSULTANT agrees to comply with all applicable implementing regulations and requirements FTA may issue, including 49 CFR parts 27, 37, 38, and 39 and the most recent version of FTA Circular 4710.1 "Americans with Disabilities Act: Guidance."

E. CONTRACTOR agrees to include these requirements in all subcontracts at any tier.

ARTICLE 33. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED CONTRACTOR CONTRACTS

A. At the time of Agreement execution, CONTRACTOR committed to utilize one or more Disadvantaged Business Enterprise ("DBE") firms in the performance of this U.S. DOT-assisted contract. CONTRACTOR agrees to ensure that any DBE subcontractor listed on the "DBE Participation Commitment Form" (Exhibit C) will perform work and/or supply materials pursuant to all original commitments, unless otherwise directed and/or approved by AUTHORITY prior to CONTRACTOR effectuating any changes to its DBE participation commitment. CONTRACTOR shall comply with all the requirements set forth in Attachment "A" entitled, "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS," which is attached to, and incorporated herein by reference to this Agreement.

B. CONTRACTOR and any subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;

2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying CONTRACTOR from future bidding as non-responsible.

C. CONTRACTOR agrees to include these requirements in all of its subcontracts at any tier.

ARTICLE 34. PROHIBITED INTERESTS

A. CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

ARTICLE 35. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

ARTICLE 36. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity thereto.

ARTICLE 37. FINISHED AND PRELIMINARY DATA

A. All of CONTRACTOR's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photo prints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the provisions of the California Public Records Act, Government Code Section 6250 et seq.

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 18, and a price shall be negotiated for all preliminary data.

ARTICLE 38. COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or secure this Agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

/

ARTICLE 39. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the maximum cumulative payment obligation of this Agreement exceeds One Hundred Thousand Dollars ($100,000), CONTRACTOR agrees to comply with applicable provisions of the Federal Contract Work Hours and Safety Standards (40 U.S.C. Sections 3701, et seq. as supplemented by 29 CFR Part 5).

A. Overtime Requirements: CONTRACTOR, and any subcontractor contracting for any part of the contract work that may require or involve the employment of laborers or mechanics, shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph A of this Article CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Article, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this Article.

C. Withholding for Unpaid Wages and Liquidated Damages: AUTHORITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Article.

D. Subcontracts: CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this Article.

ARTICLE 40. LOBBYING

A. CONTRACTOR shall comply with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 20. If the maximum cumulative payment obligation of this Agreement exceeds One Hundred Thousand Dollars ($100,000), CONTRACTOR shall file both the "Certification of Restrictions on Lobbying" and the "Disclosure of Lobbying Activities." CONTRACTOR shall also require each subcontractor to certify to CONTRACTOR that subcontractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Section 1352. CONTRACTOR shall also require any subcontractor to disclose to CONTRACTOR the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. Section 1352.

B. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 41. HEALTH AND SAFETY REQUIREMENTS

CONTRACTOR shall comply with all the requirements set forth in Exhibit D, titled "Level 3 Safety Specifications."

ARTICLE 42. CONTRACTOR PURCHASED EQUIPMENT

A. If during the course of this Agreement, additional equipment is required, which will be paid for by the AUTHORITY, CONTRACTOR must request prior written authorization from the AUTHORITY's project manager before making any purchase. As part of this purchase request, CONTRACTOR shall provide a justification for the necessity of the equipment or supply and submit copies of three (3) competitive quotations. If competitive quotations are not obtained, CONTRACTOR must provide the justification for the sole source.

B. CONTRACTOR shall maintain an inventory record for each piece of equipment purchased that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify said equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

C. At the expiration or termination of this Agreement, CONTRACTOR may keep the equipment and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined, at CONTRACTOR's expense, on the basis of an independent appraisal. CONTRACTOR may sell the equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by AUTHORITY's project manager.

D. Any subcontractor agreement entered into as a result of this Agreement shall contain all provisions of this clause.

ARTICLE 43. PRIVACY ACT

CONTRACTOR shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

ARTICLE 44. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

ARTICLE 45. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the AUTHORITY and FTA, as they may be amended or promulgated from time to time during this Agreement. CONTRACTOR's failure to comply shall constitute a material breach of contract.

ARTICLE 46. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CONTRACTOR agrees to include these requirements in all of its subcontracts.

ARTICLE 47. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority 49 U.S.C., Chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323 on the CONTRACTOR, to the extent the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 48. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR part 247. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 49. ENERGY CONSERVATION REQUIREMENTS

If the maximum cumulative payment obligation of this Agreement exceeds One Hundred Fifty Thousand Dollars ($150,000), CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

ARTICLE 50. CLEAN AIR

If the maximum cumulative payment obligation of this Agreement exceeds One Hundred Fifty Thousand Dollars ($150,000), CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. CONTRACTOR shall report any violations of use of prohibited facilities to the FTA and the United States

Environmental Protection Agency (US EPA). CONTRACTOR agrees to include this requirement in each subcontract exceeding $150,000.

ARTICLE 51. CLEAN WATER REQUIREMENTS

If the maximum cumulative payment obligation of this Agreement exceeds One Hundred Fifty Thousand Dollars ($150,000), CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq. CONTRACTOR shall report any violations of use of prohibited facilities to the FTA and US EPA . CONTRACTOR agrees to include this requirement in each subcontract exceeding $150,000.

ARTICLE 52. FLY AMERICA REQUIREMENT

CONTRACTOR agrees to comply with 49 U.S.C. Section 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ARTICLE 53. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

ARTICLE 54. ELECTRONIC DEVICES

CONTRACTOR shall comply with all regulatory, State Safety Oversight and AUTHORITY policies, procedures, and General Orders regarding the use and prohibition of electronic devices for operators and maintenance workers.

ARTICLE 55. SAFE OPERATION OF MOTOR VEHICLES

A. CONTRACTOR shall comply with all regulatory, State Safety Oversight and AUTHORITY policies, procedures, and General Orders regarding the use of seat belts for all personnel operating or riding in a motor vehicle.

B. CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by CONTRACTOR or AUTHORITY.

C. CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving a company-owned or rented vehicle, an AUTHORITY-owned vehicle, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement. CONTRACTOR is encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

D. CONTRACTOR shall include these requirements in any lower tier covered transaction it enters into.

ARTICLE 56. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party; and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 57. CARGO PREFERENCE REQUIREMENTS

A. CONTRACTOR agrees to use privately owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

B. CONTRACTOR shall furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to AUTHORITY.

C. CONTRACTOR shall include these requirements in all subcontractors entered into pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ARTICLE 58. GENERAL LABOR AND COLLECTIVE BARGAINING REQUIREMENTS

A. Union Recognition. CONTRACTOR shall recognize and collectively bargain with the union representative selected by its employees in accordance with the National Labor Relations Act, and applicable law, and shall comply with the terms and conditions of any collective bargaining agreement CONTRACTOR enters into with any such union representative.

B. Labor Agreements. CONTRACTOR shall provide AUTHORITY, throughout the Initial Term and any Option Terms of this Agreement, with copies of all collective bargaining agreements, side letters, and amendments entered into with any union representing CONTRACTOR's employees. All obligations of CONTRACTOR under its collective bargaining agreement with the workforce are the responsibility of CONTRACTOR and do not impose any obligations on the AUTHORITY or a subsequent contractor or provider.

C. Accrued Liabilities. CONTRACTOR shall be responsible for the payment of all liabilities to its employees accrued during the Initial Term of this Agreement (and any Option Terms exercised by AUTHORITY), including accrued vacation, sick time, and any other benefits accrued under the terms of any collective bargaining agreement between CONTRACTOR and the union representing its employees or under the terms of any employment contract or agreement. All such payments shall be made by CONTRACTOR at the end of the Initial Term (or each Option Term if exercised by AUTHORITY) of this Agreement, and no additional compensation shall be provided by the AUTHORITY for such accrued liabilities. CONTRACTOR shall not have any obligation for the liabilities of a prior contractor or employer to its employees.

ARTICLE 59. SECTION 13(C) OBLIGATIONS

A. In General. Except as provided in subsection B of this Article, AUTHORITY shall be administratively and financially responsible for obligations under Section 13(c) of the Federal Transit Act (49 U.S.C. §5333(b)) and AUTHORITY's April 9, 1992 and April 24, 1992 Section 13(c) Agreements, which are attached hereto as Attachments B-1 and B-2 and, by this reference, incorporated in and made a part of this Agreement.

B. CONTRACTOR Obligations.

(1) Financial Liability. CONTRACTOR agrees that it is bound to the terms of the April 9, 1992 and April 24, 1992 Section 13(c) Agreements. CONTRACTOR shall have financial liability for any Section 13(c) claims or obligations that: (a) are created by acts or omissions of CONTRACTOR that are not directed by AUTHORITY; (b) relate to the failure of CONTRACTOR to collectively bargain or to comply with the terms of any collective bargaining agreement CONTRACTOR enters into with a union representing employees of CONTRACTOR; and (c) relate to the failure of CONTRACTOR to comply with

Section 13(c) and associated obligations of this Article. In addition, CONTRACTOR shall cooperate with AUTHORITY (including the provision of payroll records and other information) in the resolution or defense of any Section 13(c) claims or disputes and in the implementation of any Section 13(c) remedies.

(2) Hiring. In accordance with the requirements of paragraph (7) of the April 9, 1992 Section 13(c) Agreement and paragraph (7) of the April 24, 1992 Section 13(c) Agreement, CONTRACTOR shall provide a first opportunity of employment to employees of the AUTHORITY for comparable positions with CONTRACTOR for which the employees are qualified or by training or retraining can become qualified. Positions shall be filled in accordance with seniority. CONTRACTOR shall comply with the process in paragraph (7) of the April 9, 1992 Section 13(c) Agreement and paragraph (7) of the April 24, 1992 Section 13(c) Agreement, except for the requirement to arbitrate disputes over wages, hours and working conditions. Such disputes shall be resolved in accordance with the National Labor Relations Act and applicable law.

(3) Limitation. Nothing in this section shall be construed as requiring CONTRACTOR to hire an employee who fails to successfully pass drug and alcohol testing, pass a physical examination appropriate to his or her position, complete training for the position, pass background checks carried out in accordance with applicable Equal Employment Opportunity Commission standards, or who does not meet CONTRACTOR's hiring standards for necessary skills and qualifications for the position. Further, nothing under this Article precludes CONTRACTOR from dismissing an employee for cause or for failure to comply with applicable local, state or Federal requirements.

(4) Restrictions on Activities. CONTRACTOR shall not assist or encourage any employee to file or otherwise pursue a Section 13(c) claim against AUTHORITY or take any action which is contrary to the interests of AUTHORITY under Section 13(c) or its Section 13(c) Agreements relating to the termination of services under this Agreement, any future transition from CONTRACTOR to another service provider, or any other action or event relating to this Agreement. If CONTRACTOR fails to comply with this obligation, CONTRACTOR shall be financially liable for all costs incurred by AUTHORITY

(including attorneys' fees) associated with any Section 13(c) claims or delays in the receipt of Federal grants.

ARTICLE 60. ALCOHOL AND DRUG POLICY

A. CONTRACTOR agrees to establish and implement an alcohol and drug program that complies with 49 Code of Federal Regulations Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or AUTHORITY, to inspect the facilities and records associated with the implementation of the alcohol and drug testing program as required under 49 CFR Part 655 and review the testing process.

B. CONTRACTOR agrees further to certify annually its compliance with Part 655 and to submit the Management Information System reports to, and when requested by, AUTHORITY's Project Manager and AUTHORITY's Alcohol and Drug Program Manager. To certify compliance CONTRACTOR shall use the "Substance Abuse Certifications" and the "Annual List of Certifications and Assurances for Federal Transit Administration (FTA) Grants and Cooperative Agreements," which is published annually in the Federal Register.

C. On an annual basis, and no later than February 15 of each year, CONTRACTOR shall submit to AUTHORITY's Project Manager, and electronically to the Department of Transportation, annual drug and alcohol testing data using the appropriate FTA prescribed forms. The report shall cover testing conducted during the previous calendar year. It shall be addressed as follows:

OCTA Human Resources
Attn: Project Manager
550 S. Main Street
P. O. Box 14184
Orange, CA 92863-1584

D. Using the EZ format prescribed by the FTA for the annual report, CONTRACTOR shall send a quarterly drug and alcohol testing report to the AUTHORITY's Project Manager, with a copy to the

Alcohol and Drug Program Manager in Human Resources. The quarterly report must be submitted no later than the 15th of the month following the close of each quarter (April, July, October, January).

E. CONTRACTOR agrees further to submit upon request a copy of the Policy Statement developed to implement its alcohol and drug testing program. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 61. ADA ACCESS REQUIREMENTS

CONTRACTOR shall comply with 49 USC Section 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. CONTRACTOR shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC Section 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC Section 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-0-2150 to be executed as of the date of the last signature below.

FIRST TRANSIT, INC.

Brad Thomas
By: Brad Thomas (Oct 19, 2021 15:17 EDT)
Bradley A. Thomas
President

ORANGE COUNTY TRANSPORTATION AUTHORITY

Darrell E. Johnson
By: Darrell E. Johnson (Oct 19, 2021 12:40 PDT)
Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: James Donich (Oct 19, 2021 12:09 PDT)
James M. Donich
General Counsel

APPROVED:

Helen E. McCormick
By: Helen E. McCormick (Oct 19, 2021 11:57 PDT)
Beth McCormick
Executive Director, Operations

Jennifer L. Bergener
By: Jennifer L. Bergener (Oct 19, 2021 12:35 PDT)
Jennifer L. Bergener
Chief Operating Officer, Operations/
Deputy Chief Executive Officer

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONTRACTOR'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY's DBE program developed pursuant to these regulations.

If CONTRACTOR has committed to utilize a DBE in the performance of this U.S. DOT-assisted contract, CONTRACTOR'S submitted "DBE Participation Commitment Form," in combination with the executed subcontract and/or purchase order will be utilized to monitor CONTRACTOR'S DBE commitment. Unless otherwise directed and/or approved by AUTHORITY prior, CONTRACTOR must not effectuate any changes to its DBE participation commitment.

CONTRACTOR must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONTRACTOR'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY's DBE Program, CONTRACTOR must:

A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONTRACTOR must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY's DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49

CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;

B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;

C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;

D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;

E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;

F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;

G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;

H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and

I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONTRACTOR must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontractor. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Agencies' disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. ***"Disadvantaged Business Enterprise (DBE)"*** means a small business concern: (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. ***"Small Business Concern"*** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

3. ***"Socially and Economically Disadvantaged Individuals"*** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

   a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.

   b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

      i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
      ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";
      iii. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan

Natives, or Native Hawaiians";

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong";

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;"

vi. Women; and

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

4. ***"Owned and Controlled"*** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.

5. ***"Manufacturer"*** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONTRACTOR.

6. ***"Regular Dealer"*** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

7. ***"Fraud"*** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud

to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

8. ***“Other Socially and Economically Disadvantaged Individuals”*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.

B. “Social Disadvantage”

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

2. The individual must demonstrate that he/she has personally suffered social disadvantage.

3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.

4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.

5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. “Economic Disadvantage”

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

   With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal and/or DBE commitment on the Agreement, CONTRACTOR must complete and submit within the specified timelines, the following DBE documentation, electronically through e-mail or an AUTHORITY-approved electronic reporting system consistent with CONTRACTOR'S DBE goal commitment:

A. "Monthly DBE Subcontractor Commitment and Attainment Report Summary and Payment Verification" (Form 103)

The purpose of this form is to ensure CONTRACTOR DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The CONTRACTOR is required to complete and submit this form to AUTHORITY by the 10th of each month until completion of the Agreement. CONTRACTOR must submit first Form 103 following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONTRACTOR must execute and return the form.

The Form 103 must include the following information:

1. General Agreement Information – Including Agreement Number and Title, CONTRACTOR Name and the following:

    a) Original Agreement Amount
    b) Running Total of Change Order Amount
    c) Current Agreement Amount
    d) Amount Paid to CONTRACTOR during Month
    e) Amount Paid to CONTRACTOR from Inception to Date
    f) DBE Contract Goal
    g) Total Dollar Amount of DBE Commitment
    h) DBE Commitment as Percentage of Current Agreement Amount

2. Listed and Proposed CONTRACTOR/Subcontractor Information – For All DBE participation being claimed either race-neutrally or race-consciously, regardless of tier:

    a) DBE Firm Name, Address, Phone Number, DBE Capacity Type, Certification Type and Certification Number.

    b) DBE Firm Contract Value Information:
    Original Contract Amount, running total of change order amount, Current Contract Amount, Amount Paid to CONTRACTOR or Subcontractor(s) During Month and Amount Paid to CONTRACTOR or Subcontractor(s) to date.

    CONTRACTOR is advised not to report the participation of DBE(s) toward the CONTRACTOR'S DBE attainment until the amount being claimed has been paid to the DBE.

3. CONTRACTOR Assurance of Full Compliance with Prompt Payment Provisions

    CONTRACTOR must sign the prompt payment assurance statement of compliance contained within the Monthly Form 103, providing assurance that timely payments have been issued to all subcontractors in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

4. CONTRACTOR Payment Verification Summary

    CONTRACTOR is to further maintain and submit a Verification of Payment Summary inclusive of a detailed running tally of related invoices submitted by DBE(s) and non-DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payment made. The Verification of Payment Summary must also include:

    DBE(s) and non DBE(s) invoice number, invoice amount, invoice date, CONTRACTOR'S invoice number that incorporated the corresponding DBE and non-DBE invoice(s) for billing purposes, date of invoice submission to AUTHORITY, date and amount AUTHORITY paid on CONTRACTOR'S Invoice. The report must reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBEs and non-DBEs.

    CONTRACTOR to submit a Verification of Payment Summary with the Monthly Form 103 submission for each DBE firm in which CONTRACTOR has reflected a value paid within the reporting period. Verification of Payment Summary must be signed by the applicable DBE and submitted with Form 103 to authenticate reported payments.

B. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, CONTRACTOR must submit documentation on the "Monthly DBE Trucking Verification," Form to AUTHORITY showing the amount paid to DBE trucking companies. CONTRACTOR must also obtain and submit documentation to AUTHORITY showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, CONTRACTOR may count only the fee or commission the DBE receives as a result of the lease arrangement.

CONTRACTOR must also obtain and submit documentation to AUTHORITY showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

C. DBE Subcontract Agreements

CONTRACTOR must submit to AUTHORITY copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONTRACTOR must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

D. Semi-Annual Subcontractor Paid Report Summary

AUTHORITY will require CONTRACTOR (inclusive of DBE primes) to report payment data to lower-tiers on a semi-annual basis each year, using the “Semi-Annual Subcontractor Paid Report Summary.” These reports will capture payments to CONTRACTOR and payments to non-DBEs within the respective reporting period. Reported payments to lower-tiers must include a signed payment verification form.

CONTRACTOR will adhere to the following submittal schedule:

- April 10th Report, reporting period: October 1st through March 31st
- October 10th Report, reporting period: April 1st through September 30th

E. Final Report-Utilization of Disadvantaged Business Enterprises (DBE)

Upon completion of the project, CONTRACTOR must complete and submit a "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), Subcontractors," certified correct by CONTRACTOR or the CONTRACTOR’S authorized representative, to facilitate reporting and capturing DBE attainments at conclusion of the project. The form must be furnished to AUTHORITY within thirty (30) days from the date of the project.

The amount of ten-thousand dollars ($10,000) will be withheld from payment until a satisfactory form is submitted.

F. Disadvantaged Business Enterprises (DBE) Certification Status Change

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor must notify the CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor must notify CONTRACTOR in writing with the date of certification (Attach DBE certification/decertification letter). CONTRACTOR must furnish the written documentation to AUTHORITY within ten (10) days of receipt. Upon completion of the project, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the CONTRACTOR indicating the DBEs' existing certification status. If there are no changes, indicate “No Changes.” The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project acceptance.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars ($10) per day, per submittal document.

AUTHORITY requires CONTRACTOR to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONTRACTOR’S agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of AUTHORITY. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by implementing the following method(s):

a) Posting CONTRACTOR payment data to a website, database, or other place accessible to subcontractors to assist them in determining when they should expect to receive payment.

b) Requiring CONTRACTOR to use an automated reporting system, inclusive of, but not limited to, real time entry of payments made and received by CONTRACTOR and their lower-tiers.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of bid/proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program (“CUCP”) at the time of

bid submission. A listing of DBEs certified by the CUCP is available at the following source:

The CUCP web site, which can be accessed at http://www.dot.ca.gov/hq/bep.

2. A DBE may participate as a prime CONTRACTOR, subcontractor, joint venture partner, vendor of material or supplies, or as a trucking company.

3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own work forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.

4. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.

5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONTRACTOR is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.

1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier subcontractor, the value of the subcontracted work may be counted toward DBE participation only if the subcontractor is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONTRACTOR'S DBE attainment.

2. CONTRACTOR is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:

    a) Sixty percent (60%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a regular dealer; or

b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.

3. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward CONTRACTOR'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:

   a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
   b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves), when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
   c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.

4. CONTRACTOR may count the participation of DBE trucking companies toward DBE attainment, as follows:

   a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
   b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
   c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
   d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
   e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by the DBE-owned trucks or leased trucks with DBE drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
   f) The DBE may lease trucks without drivers from a non-DBE truck leasing company and if the DBE uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. If the CONTRACTOR listed a non-certified, 1st tier Subcontractor to perform work on this Agreement, and the non-certified Subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONTRACTOR performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.

6. CONTRACTOR is advised not to report the participation of DBE(s) toward the CONTRACTOR'S DBE attainment until the amount being claimed has been paid to the DBE.

VII. DBE Substitution, Termination and On-Going Good Faith Efforts

AUTHORITY requires that CONTRACTOR not terminate a DBE without AUTHORITY's prior written consent. This includes, but is not limited to, instances in which CONTRACTOR seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

AUTHORITY will provide such written consent only if it agrees, for reasons stated in the concurrence document, that CONTRACTOR has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

A. The listed DBE subcontractor fails or refuses to execute a written contract;

B. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of CONTRACTOR;

C. The listed DBE subcontractor fails or refuses to meet CONTRACTOR'S reasonable, nondiscriminatory bond requirements;

D. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

E. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 108, 215 and 1,200 or applicable state law;

F. CONTRACTOR has determined that the listed DBE subcontractor is not a responsible CONTRACTOR;

G. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

H. The listed DBE is ineligible to receive DBE credit for the type of work required;

I. A DBE owner dies or becomes disabled with the result that the listed DBE CONTRACTOR is unable to complete its work on the contract;

J. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if CONTRACTOR seeks to terminate a DBE it relied upon to obtain the Agreement so that CONTRACTOR can self-perform the work for which the DBE CONTRACTOR was engaged or so that CONTRACTOR can substitute another DBE or non-DBE CONTRACTOR after Agreement award.

Before transmitting to AUTHORITY its request to terminate and/or substitute a DBE subcontractor, CONTRACTOR must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to request to terminate and/or substitute, and the reason for the request.

CONTRACTOR must give the DBE five (5) days to respond to CONTRACTOR'S notice and advise AUTHORITY and CONTRACTOR of the reasons, if any, why it objects to the proposed termination of its subcontract or purchase order and why AUTHORITY should not approve CONTRACTOR'S action. If required in a particular case as a matter of public necessity (e.g. safety), CONTRACTOR may provide a response period shorter than five (5) days.

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONTRACTOR within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONTRACTOR.

The substitute DBE must be certified as a DBE at the time of request for substitution. CONTRACTOR shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY.

Should CONTRACTOR elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, AUTHORITY will review the documentation and provide a written determination to CONTRACTOR stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed and required subcontracts, supplies, trucking commitments, or other services have been approved by AUTHORITY.

VIII. Additional DBE Subcontractors

In the event CONTRACTOR identifies additional DBE Subcontractors or suppliers not previously identified by CONTRACTOR for DBE participation under the Agreement, CONTRACTOR must notify AUTHORITY by submitting "Request for Additional DBE Firm," to enable AUTHORITY to verify the firm's eligibility, capacity, CUF and ensure there is not a scope conflict with another listed firm. Proposed firms cannot be applied towards CONTRACTOR'S DBE participation until approved by AUTHORITY.

CONTRACTOR must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY's U.S. DOT-assisted contracts. CONTRACTOR is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Dispute Resolution

All contracts in excess of five-hundred thousand dollars ($500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONTRACTORs violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONTRACTOR shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONTRACTOR and subcontractor agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

CONTRACTOR and subcontractor further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. INFORMAL MEETINGS:

AUTHORITY is available to assist CONTRACTOR with coordination of informal meeting requests to assist in the resolution of disputes between CONTRACTOR and subcontractor. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONTRACTOR and subcontractor for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONTRACTOR and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONTRACTOR and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

XI. Administrative Remedies and Enforcement

CONTRACTOR must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all subcontractors, regardless of tier, are also fully compliant. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or

4. Disqualifying CONTRACTOR from future bidding/proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONTRACTOR identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONTRACTOR must be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONTRACTOR'S right to appeal. If CONTRACTOR files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of CONTRACTOR'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONTRACTOR, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

AGREEMENT PURSUANT TO SECTION 13(C) OF THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED

THIS AGREEMENT, made and entered into this 9th day of April, 1992, by and between the Orange County Transportation Authority (referred to herein as "Authority") and the Teamsters, Local 952 ("Union").

WHEREAS, the Orange County Transportation Authority has submitted Application number CA-90-500 under the Urban Mass Transportation Act of 1964, as amended, ("Act"), to assist in capital and operating assistance, etc.

WHEREAS, Section 13(c) of the Act requires, as a condition of any assistance thereunder, that a fair and equitable arrangement be made, as determined by the Secretary of Labor, "to protect the interest of employees affected by such "assistance"; and

WHEREAS, the purpose and scope of this Agreement is to provide fair and equitable arrangements for the protection of the interests of all employees of the Authority now or hereafter represented by the Union and any other employees of the Authority now or hereafter represented by any other labor organization signatory hereto who may be affected in their employment as a result of the Project; and

WHEREAS, the parties hereto have agreed upon such fair and equitable arrangements to protect the interests of affected employees; and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable;

NOW, THEREFORE, it is agreed that in the event this Project is approved for assistance under the Act, the following terms and conditions shall apply:

1. The Project shall be carried out in such a manner and upon such terms and conditions as will not in any way adversely affect employees covered by this Agreement.

2. All rights, privileges and benefits (including pension rights and benefits) of employees covered by this Agreement (including employees who have already retired), under existing collective bargaining agreements or otherwise, shall be preserved and continued.

3. The collective bargaining rights of employees, including the right to arbitrate labor disputes, shall be preserved and continued, all as provided in Division 10, Part 4, Chapter 4, Sections 40120 through 40129 of the Public Utilities Code of the State of California and/or any collective bargaining agreement which may hereinafter be entered into between a recognized collective bargaining representative and the Authority. In carrying out the Project, the Authority shall bargain with a recognized collective bargaining representative and the Authority will enter into agreements with a recognized collective bargaining representative, or arrange for such agreements to be entered into, relative to all subjects of collective bargaining which are or may be proper

subjects of collective bargaining pursuant to Division 10, Part 4, Chapter 4, Sections 40120 through 40129 of the Public Utilities Code of the State of California.

4. Any employee covered by this Agreement who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his employment as a result of the Project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangements attached hereto and made a part hereof as Exhibit "A"; provided, however, that nothing in Exhibit "A" shall be deemed to supersede or displace any other provisions of this Agreement, and in the event of any conflict or inconsistency between them, the other provisions of this Agreement shall control.

5. The Authority shall be financially responsible for the application of these conditions and will make the necessary arrangements with the Union to provide for a mutually satisfactory claims-handling procedure under this Agreement. In the case of an adversely affected employee, the Authority will either honor the claim by restoring the claimant to his former position with full back pay and allowances, or give notice to the Union of its basis for failing to honor such claim, giving reasons therefor. In the event the Authority fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice of its desire to pursue such procedures. Within ten (10) days from the receipt by the Authority of such notice, the parties shall exchange such factual information as may be available to them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third parties such additional factual information as may be relevant. As soon as practicable thereafter, the parties shall meet and attempt to agree upon the proper disposition of the claim. If no such agreement is reached and the Authority decides to reject the claim, it shall give written notice of its final rejection of the claim, detailing its reasons therefor. In the event the claim is so rejected by the Authority, the claim may be processed to arbitration as provided by paragraph 9 of this Agreement. Throughout the claims handling and arbitration procedures, the Authority or other operator of the transit system shall have the burden of affirmatively establishing that any deprivation of employment, or other worsening of employment position, has not been a result of the Project, by proving that only factors other than the Project affected the employee.

6. Any employee of the Authority (or operating and maintenance employees of the contractors presently providing transit service for the Authority until public acquisition) in the bargaining unit represented by the Union who has been terminated or laid off for lack of work as a result of the Project, shall be granted priority of employment or reemployment to fill any vacant position on the Authority transit system for which he is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Authority (or other operator of the transit system) shall provide or provide for such training or retraining at no cost to the employee, and such employee shall be paid, while training or retraining, the

salary or hourly rate of his former job classification, or the training rate for the position for which he is training, whichever is higher.

7. Employees of the Authority (or operating and maintenance employees of the contractors presently providing transit service for the Authority until public acquisition) covered by this Agreement will be given the first opportunity for employment in any new jobs included in the bargaining unit or comparable to those included in the bargaining unit, created as a result of the Project, for which they are, or by training or retraining can become, qualified. All such jobs shall be filled in accordance with seniority and allocated on a fair and equitable basis under arrangements to be mutually determined by the Authority (or other operator of the transit system) and the Union prior to the filling of such jobs or by arbitration at the request of either party, if such arrangements are not agreed upon prior to such date. The Authority or other operator of the transit system will not tender such jobs to any other individual or individuals so long as there are members of the bargaining unit who are qualified, or after a reasonable training period can become qualified and are willing to bid these jobs.

The Authority or other operator of the transit system will give written notice to the Union prior to commencing any operations not covered by the then applicable collective bargaining agreement which create additional jobs, and the parties shall thereafter meet at mutually agreeable times to negotiate concerning the details of a preferential employment opportunity plan, and the wages, hours, and working conditions for employees assigned to such new operations. Any agreement reached upon such provisions shall be executed by all parties and made a part of this Agreement. In the event the parties are unable to agree upon such provisions, the dispute may be submitted to arbitration as hereinafter provided.

8. In the event the Authority shall acquire any transit system within its operating area, or part thereof, either in proceeding by eminent domain or otherwise, all persons who are employees of such acquired system on the date of acquisition whose duties pertain to the facilities acquired, shall be offered employment by the Authority under the terms and conditions of this Agreement and any then-applicable collective bargaining agreements between the Authority and the Union and extended full seniority credit based on their seniority date with their former company.

Prior to the date of takeover of any transit system, the Union and the Authority will jointly obtain from the transit system, and have posted on the premises of the system to be acquired, the current seniority rosters based upon the records of the transit system setting forth the names and relative seniority of all such employees. At any time on or before the respective takeover date of each such transit system, the seniority rosters of the system to be acquired shall be subject to correction by mutual agreement between the Union and the Authority upon showing of error by the employee, the Union or the Authority. Thereafter, such rosters will stand as correct as of the takeover date, indisputable errors excepted.

9. In the event the Authority contemplates any change in its organization or operations which will result in the dismissal or displacement of employees, or rearrangement of the working forces represented by the Union as a

result of the Project, the Authority shall give reasonable written notice of such intended change to the Union. Such notice shall contain a full and adequate statement of the proposed changes to be effected, including an estimate of the number of employees of each classification affected by the intended changes. Thereafter, within thirty (30) days from the date of said notice, the Authority and the Union shall meet for the purpose of reaching agreement with respect to the intended changes. Any such change involving a dismissal, displacement, or rearrangement of the working forces represented by the Union shall provide for the selection of forces from the employees represented by the Union on bases accepted as appropriate for application in the particular case; and any assignment of employees made necessary by the intended changes shall be made on the basis of an agreement between the Authority and the Union. In the event of a failure to agree, the dispute may be submitted to arbitration by either party pursuant to paragraph 10 of this Agreement. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to Section 5(2)(f) of the Interstate Commerce Act.

10. (a) In case of any labor dispute or controversy regarding the application, interpretation, or enforcement of any of the provisions of this Agreement which cannot be settled by collective bargaining within thirty (30) days after the dispute or controversy first arises hereto, such dispute or controversy may be submitted at the written request of any party hereto to a board of arbitration as hereinafter provided. Upon such written request for arbitration, each party shall, within ten (10) days after such request, select one member of the arbitration board, and the members thus chosen shall select a neutral member who shall serve as chairman. Should the members selected by the parties be unable to agree upon the appointment of the neutral member within ten (10) days, any party may request the American Arbitration Association to furnish a list of five (5) persons from which the neutral member shall be selected. The parties shall, within five (5) days after receipt of such list, determine by lot the order of elimination, and thereafter the Union and the other interested party or parties shall in that order alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral member. The decision by the majority vote of the arbitration board shall be final, binding and conclusive: All contract conditions shall remain undisturbed, there shall be no lock-outs, strikes, walk-outs or interference with or interruption of OCTA operations during the arbitration proceedings or to upset the award. Each party shall pay the fees and expenses of the arbitrator it selects. The fees and expenses of the third or impartial arbitrator, as well as any other joint expenses incidental to the arbitration, shall be borne equally by the parties.

The above time limitations may be extended by mutual written agreement of the parties hereto, and such agreement shall not be unreasonably withheld by either party. Except where arbitration is requested as provided hereinabove, nothing in this Agreement shall be construed to enlarge or limit the right of any party to utilize, upon the expiration of any collective bargaining agreement, any economic measures that are not inconsistent or in conflict with applicable laws.

(b) In the event of any other labor dispute where collective bargaining does not result in an agreement, the labor dispute may be submitted to a board of arbitration as provided by Division 10, Part 4, Chapter 4, Section

40120 of the Public Utilities Code of the State of California or by any collective bargaining agreement hereafter entered into by and between the Union and the Authority. Nothing in this subparagraph shall be construed to enlarge or limit the right of either party to utilize, upon the expiration of any collective bargaining agreement, any economic measures that are not inconsistent or in conflict with applicable law. The term "labor dispute," as used herein, shall be broadly construed and shall include, but not be limited to, any controversy concerning wages, salaries, hours, working conditions, or benefits, including health and welfare, sick leave, insurance, or pension or retirement provisions, any differences or questions that may arise between the parties, including the making or maintaining of collective bargaining agreements, the terms to be included in such agreements, any grievances that may arise.

11. Nothing in this Agreement shall be construed as an undertaking by the Authority, the Union, or the employees covered by this Agreement to forego any rights or benefits under any other agreement or under any applicable provision of law.

12. The term "Project," as used in this Agreement, shall not be limited to the particular facility assisted by federal funds, but shall include any changes, whether organizational, operational, technological or otherwise, which are traceable to the assistance provided, whether they are the subject of the grant contract, reasonably related thereto, or facilitated thereby. The phrase "as a result of the Project," shall, when used in this Agreement, include events occurring in anticipating of, during, and subsequent to the Project.

13. This Agreement shall be binding upon the successors and assignments of the parties hereto, and no provisions, terms, or obligations herein obtained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Authority to manage and operate the system. Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management or operation of the transit system, shall agree to be bound by the terms of this Agreement and accept the responsibility for full performance of these conditions.

14. The employees in the bargaining unit represented by the Union shall receive coverage as provided in Division 10, Part 4, Chapter 4, Sections 40120 through 40129 of the California Public Utilities Code. In no event shall these benefits be worsened as a result of the Project.

15. In the event any provision of this Agreement is held to be invalid or otherwise unenforceable under the federal, state, or local law, such provision shall be renegotiated for purpose of adequate replacement under Section 13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, either party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in this Agreement and any other appropriate action, remedy or relief.

16. Any other representative of employees in the mass transit service area of the Project may become a party to this Agreement by serving written

notice of its desire to do so upon the Union, the Authority and the Secretary of Labor within sixty (60) days of the date hereof.

17. In the event this Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds, provided, however, that this Agreement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms; nor shall any collective bargaining agreement between the Union and the operator of the transit system merge into this Agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly-authorized representatives this 9th day of April, 1992.

TEAMSTERS, LOCAL 952	ORANGE COUNTY TRANSPORTATION AUTHORITY
By Jim King	By Stan Oftl
By JK	By
By JK	By
By	By

EXHIBIT A

The employee protective arrangements for the Project to which the Exhibit "A" applies shall include the following rights, privileges, and benefits to the extent applicable to any covered employee:

1. a. Whenever an employee retained in service is placed in a worse position with respect to compensation as a result of the Project he shall be considered a "displaced employee" and shall be paid a monthly "displacement allowance," to be determined in accordance with this paragraph. Said displacement allowance shall be paid during the protective period following the date on which the employee is first displaced, so long as the employee is unable, in the normal exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation of the position from which he was displaced.

b. The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by 12, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be further adjusted to reflect any subsequent wage adjustments increasing employee compensation. If the displaced employee's compensation in his current position is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent wage adjustments), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. It is not intended that the provisions of this paragraph shall affect in any way the retirement on pension or annuity rights and privileges of any employee. If a displaced employee fails to exercise his seniority rights to secure another position available to him, which does not require a change in his place of residence hereafter defined, to which he is entitled under the working agreement and which carries a wage rate and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated, for the purpose of this paragraph, as occupying the position he elects to decline.

2. a. Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, he shall be considered a "dismissed employee," and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. This dismissal allowance shall be first paid each dismissed employee on the 30th day following the day on which he is "dismissed," and continue payable monthly for the following periods of time:

Employee's length of service prior to adverse effect	Period of payment
1 day to 6 years	equivalent period
6 years or more	6 years

During the 6-year period following the date on which the employee is deprived of employment, the monthly dismissal allowance shall be equivalent to 1/12 of the compensation received by him in the last twelve (12) months of his employment in which he earned compensation (adjusted to reflect subsequent wage adjustments) increasing compensation prior to the date on which he was first deprived of, employment as a result of the Project.

b. An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project and he is unable to obtain by the exercise of his seniority rights another position, or, when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project; or, as a result of the exercise of seniority rights by other employees brought about as a result of the Project. Any such deprivation of employment which occurs as a result of an agreement reached or arbitration award rendered in accordance with these employee protective arrangements which require a selection from, or reassignment of, the working forces, shall not be deemed to be any less a result of the Project by reason of such agreement or award. In the absence of proper notice of an intended change, and an agreement or arbitration award specifying arrangements for the selection from, or reassignment of, the working forces, as required by the protective conditions applicable to the Project, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

c. Each employee receiving a dismissal allowance shall keep the Authority informed as to his current address and the current name and address of any other person by whom he may be regularly employed.

d. The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of this agreement in said position, if any are due him.

e. An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the working agreement, and such employee may be required to return to service of his former employer for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence as hereinafter defined, if his return does not infringe upon the employment rights of other employees under the working agreement.

f. When an employee who is receiving a dismissal allowance return to service, said allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to all other applicable provisions of this Agreement.

g. The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his Union representatives, and his former employer, shall agree upon a procedure by which the Authority shall be currently informed of the wages earned by such employee in employment other than with his former employer, and the benefits received.

h. The dismissal allowance shall cease prior to its normal expiration date, as described in paragraph 2a above, in the event of the failure of the employee without good cause to return to service in accordance with the working agreement by the exercise of his seniority rights secure an available position in his former classification, or for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence as hereinafter defined, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with the working agreement.

3. In determining length of service of a displaced or dismissed employee for purposes of this Agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

4. No employee receiving a dismissal or displacement allowance shall be deprived, during this protected period, of any rights, privileges, or benefits attaching to his employment, including without limitation group life insurance, hospitalization, and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Social Security, Workmens' Compensation and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

5. No employee shall be entitled to an allowance under paragraphs 1 or 2 hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

6. a. Any dismissed or displaced employee, who is retained in service or who is later restored to service after being entitled to receive a dismissal or displacement allowance, and who is required to change the point of his employment as hereinafter defined by paragraph 11 in order to retain or secure active employment with his employer and is thereby required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expense for himself and his immediate family, and for his own actual wage losses during the time necessary for such transfer,

and for a reasonable time thereafter (not to exceed five [5] working days) used in securing a place of residence in his new location. The exact extent of the responsibility of the Authority under this paragraph, and the ways and means of transportation shall be agreed upon in advance between the Authority and the employees affected, or their Union representatives. Claims under this paragraph must be submitted to the Authority within ninety (90) days after they are incurred.

b. If any such employee is furloughed within three (3) years after changing his point of employment in accordance with paragraph a hereof, and elects to move his place of residence back to his original point of employment, the Authority shall assume the expense of moving his household and other personal effects under the provisions of paragraph a hereof.

c. Except as otherwise provided in this paragraph, changes in place of residence, subsequent to the initial changes caused by the action but taken pursuant to the Project, which do not result from said action but grow out of the normal exercise of seniority, shall not be considered within the purview of the provisions of this paragraph.

7. The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the Authority (or who is later restored to service after being entitled to receive a dismissal allowance) and who is required to change the point of his employment as hereinafter defined by paragraph 11, with his protective period as a result of the Project, and is, thereby required to move his place of residence; provided, however, that these conditions shall not apply where the change of the point at which the employee is employed results in bringing that point nearer his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option be reimbursed by the Authority for any loss suffered in the sale of his home for less than its fair market value, such loss to be paid within thirty (30) days of the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the transaction of sale, so as to be unaffected thereby. The Authority shall in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person. It is the intent of this paragraph that the fair market value so determined and to be received by the employee, is not to be reduced by any expenses incident to the closing of the transaction of sale of home, such as loan discount, loan closing costs, preparation of abstract, or deed of sale, the employee will be made whole for any such expense involved.

If the employee is under a contract to purchase his home, the Authority shall protect him against loss under such contract and, in addition shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Authority shall protect him from all loss and cost in securing the cancellation of said lease.

b. Changes in place of residence which are made subsequent to the initial changes caused by the Project, and which grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

c. No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Authority within one (1) year after the date the employee is required to move.

d. Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or his Union representative and the Authority. In the event they are unable to agree, the dispute or controversy may be referred by the Authority or the Union to a board of competent real estate appraisers, selected in the following manner: one to be selected by the representatives of the employee, and one by the Authority and these two, if unable to agree within thirty (30) days upon a valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local real estate board or commission, or comparable body, to designate within ten (10) days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and binding. The salary and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

8. A dismissed employee entitled to protection under this Exhibit "A" may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Agreement) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936.

9. Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period of any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee’s length of service as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

10. If any employer of the employees covered by this Exhibit "A" shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this Exhibit as an employee affected by the Project, the provisions of this Agreement shall apply to such employee as of the date when he was so affected.

11. The phrase "point of employment" as used in paragraphs 6 and 7 herein is understood to mean the place an employee reports for work, and if said point of employment is changed by a distance of 20 or more straight line miles, no nearer the employee's residence, the provisions of paragraphs 6 and 7 shall apply.

AGREEMENT PURSUANT TO SECTION 13(C) OF THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED

THIS AGREEMENT, made and entered into this 24th day of April, 1992, by and between the Orange County Transportation Authority (referred to herein as "Authority") and the Transportation Communications International Union ("Union").

WHEREAS, the Orange County Transportation Authority has submitted Application number CA-90-500 under the Urban Mass Transportation Act of 1964, as amended, ("Act"), to assist in capital and operating assistance, etc.

WHEREAS, Section 13(c) of the Act requires, as a condition of any assistance thereunder, that a fair and equitable arrangement be made, as determined by the Secretary of Labor, "to protect the interest of employees affected by such "assistance"; and

WHEREAS, the purpose and scope of this Agreement is to provide fair and equitable arrangements for the protection of the interests of all employees of the Authority now or hereafter represented by the Union and any other employees of the Authority now or hereafter represented by any other labor organization signatory hereto who may be affected in their employment as a result of the Project; and

WHEREAS, the parties hereto have agreed upon such fair and equitable arrangements to protect the interests of affected employees; and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable;

NOW, THEREFORE, it is agreed that in the event this Project is approved for assistance under the Act, the following terms and conditions shall apply:

1. The Project shall be carried out in such a manner and upon such terms and conditions as will not in any way adversely affect employees covered by this Agreement.

2. All rights, privileges and benefits (including pension rights and benefits) of employees covered by this Agreement (including employees who have already retired), under existing collective bargaining agreements or otherwise, shall be preserved and continued.

3. The collective bargaining rights of employees, including the right to arbitrate labor disputes, shall be preserved and continued, all as provided in Division 10, Part 4, Chapter 4, Sections 40120 through 40129 of the Public Utilities Code of the State of California and/or any collective bargaining agreement which may hereinafter be entered into between a recognized collective bargaining representative and the Authority. In carrying out the Project, the Authority shall bargain with a recognized collective bargaining representative and the Authority will enter into agreements with a recognized collective bargaining representative, or arrange for such agreements to be entered into, relative to all subjects of collective bargaining which are or may be proper

subjects of collective bargaining pursuant to Division 10, Part 4, Chapter 4, Sections 40120 through 40129 of the Public Utilities Code of the State of California.

4. Any employee covered by this Agreement who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his employment as a result of the Project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangements attached hereto and made a part hereof as Exhibit "A"; provided, however, that nothing in Exhibit "A" shall be deemed to supersede or displace any other provisions of this Agreement, and in the event of any conflict or inconsistency between them, the other provisions of this Agreement shall control.

5. The Authority shall be financially responsible for the application of these conditions and will make the necessary arrangements with the Union to provide for a mutually satisfactory claims-handling procedure under this Agreement. In the case of an adversely affected employee, the Authority will either honor the claim by restoring the claimant to his former position with full back pay and allowances, or give notice to the Union of its basis for failing to honor such claim, giving reasons therefor. In the event the Authority fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice of its desire to pursue such procedures. Within ten (10) days from the receipt by the Authority of such notice, the parties shall exchange such factual information as may be available to them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third parties such additional factual information as may be relevant. As soon as practicable thereafter, the parties shall meet and attempt to agree upon the proper disposition of the claim. If no such agreement is reached and the Authority decides to reject the claim, it shall give written notice of its final rejection of the claim, detailing its reasons therefor. In the event the claim is so rejected by the Authority, the claim may be processed to arbitration as provided by paragraph 9 of this Agreement. Throughout the claims handling and arbitration procedures, the Authority or other operator of the transit system shall have the burden of affirmatively establishing that any deprivation of employment, or other worsening of employment position, has not been a result of the Project, by proving that only factors other than the Project affected the employee.

6. Any employee of the Authority (or operating and maintenance employees of the contractors presently providing transit service for the Authority until public acquisition) in the bargaining unit represented by the Union who has been terminated or laid off for lack of work as a result of the Project, shall be granted priority of employment or reemployment to fill any vacant position on the Authority transit system for which he is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Authority (or other operator of the transit system) shall provide or provide for such training or retraining at no cost to the employee, and such employee shall be paid, while training or retraining, the

salary or hourly rate of his former job classification, or the training rate for the position for which he is training, whichever is higher.

7. Employees of the Authority (or operating and maintenance employees of the contractors presently providing transit service for the Authority until public acquisition) covered by this Agreement will be given the first opportunity for employment in any new jobs included in the bargaining unit or comparable to those included in the bargaining unit, created as a result of the Project, for which they are, or by training or retraining can become, qualified. All such jobs shall be filled in accordance with seniority and allocated on a fair and equitable basis under arrangements to be mutually determined by the Authority (or other operator of the transit system) and the Union prior to the filling of such jobs or by arbitration at the request of either party, if such arrangements are not agreed upon prior to such date. The Authority or other operator of the transit system will not tender such jobs to any other individual or individuals so long as there are members of the bargaining unit who are qualified, or after a reasonable training period can become qualified and are willing to bid these jobs.

The Authority or other operator of the transit system will give written notice to the Union prior to commencing any operations not covered by the then applicable collective bargaining agreement which create additional jobs, and the parties shall thereafter meet at mutually agreeable times to negotiate concerning the details of a preferential employment opportunity plan, and the wages, hours, and working conditions for employees assigned to such new operations. Any agreement reached upon such provisions shall be executed by all parties and made a part of this Agreement. In the event the parties are unable to agree upon such provisions, the dispute may be submitted to arbitration as hereinafter provided.

8. In the event the Authority shall acquire any transit system within its operating area, or part thereof, either in proceeding by eminent domain or otherwise, all persons who are employees of such acquired system on the date of acquisition whose duties pertain to the facilities acquired, shall be offered employment by the Authority under the terms and conditions of this Agreement and any then-applicable collective bargaining agreements between the Authority and the Union and extended full seniority credit based on their seniority date with their former company.

Prior to the date of takeover of any transit system, the Union and the Authority will jointly obtain from the transit system, and have posted on the premises of the system to be acquired, the current seniority rosters based upon the records of the transit system setting forth the names and relative seniority of all such employees. At any time on or before the respective takeover date of each such transit system, the seniority rosters of the system to be acquired shall be subject to correction by mutual agreement between the Union and the Authority upon showing of error by the employee, the Union or the Authority. Thereafter, such rosters will stand as correct as of the takeover date, indisputable errors excepted.

9. In the event the Authority contemplates any change in its organization or operations which will result in the dismissal or displacement of employees, or rearrangement of the working forces represented by the Union as a

result of the Project, the Authority shall give reasonable written notice of such intended change to the Union. Such notice shall contain a full and adequate statement of the proposed changes to be effected, including an estimate of the number of employees of each classification affected by the intended changes. Thereafter, within thirty (30) days from the date of said notice, the Authority and the Union shall meet for the purpose of reaching agreement with respect to the intended changes. Any such change involving a dismissal, displacement, or rearrangement of the working forces represented by the Union shall provide for the selection of forces from the employees represented by the Union on bases accepted as appropriate for application in the particular case; and any assignment of employees made necessary by the intended changes shall be made on the basis of an agreement between the Authority and the Union. In the event of a failure to agree, the dispute may be submitted to arbitration by either party pursuant to paragraph 10 of this Agreement. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to Section 5(2)(f) of the Interstate Commerce Act.

10. (a) In case of any labor dispute or controversy regarding the application, interpretation, or enforcement of any of the provisions of this Agreement which cannot be settled by collective bargaining within thirty (30) days after the dispute or controversy first arises hereto, such dispute or controversy may be submitted at the written request of any party hereto to a board of arbitration as hereinafter provided. Upon such written request for arbitration, each party shall, within ten (10) days after such request, select one member of the arbitration board, and the members thus chosen shall select a neutral member who shall serve as chairman. Should the members selected by the parties be unable to agree upon the appointment of the neutral member within ten (10) days, any party may request the American Arbitration Association to furnish a list of five (5) persons from which the neutral member shall be selected. The parties shall, within five (5) days after receipt of such list, determine by lot the order of elimination, and thereafter the Union and the other interested party or parties shall in that order alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral member. The decision by the majority vote of the arbitration board shall be final, binding and conclusive: All contract conditions shall remain undisturbed, there shall be no lock-outs, strikes, walk-outs or interference with or interruption of OCTA operations during the arbitration proceedings or to upset the award. Each party shall pay the fees and expenses of the arbitrator it selects. The fees and expenses of the third or impartial arbitrator, as well as any other joint expenses incidental to the arbitration, shall be borne equally by the parties.

The above time limitations may be extended by mutual written agreement of the parties hereto, and such agreement shall not be unreasonably withheld by either party. Except where arbitration is requested as provided hereinabove, nothing in this Agreement shall be construed to enlarge or limit the right of any party to utilize, upon the expiration of any collective bargaining agreement, any economic measures that are not inconsistent or in conflict with applicable laws.

(b) In the event of any other labor dispute where collective bargaining does not result in an agreement, the labor dispute may be submitted to a board of arbitration as provided by Division 10, Part 4, Chapter 4, Section

40120 of the Public Utilities Code of the State of California or by any collective bargaining agreement hereafter entered into by and between the Union and the Authority. Nothing in this subparagraph shall be construed to enlarge or limit the right of either party to utilize, upon the expiration of any collective bargaining agreement, any economic measures that are not inconsistent or in conflict with applicable law. The term "labor dispute," as used herein, shall be broadly construed and shall include, but not be limited to, any controversy concerning wages, salaries, hours, working conditions, or benefits, including health and welfare, sick leave, insurance, or pension or retirement provisions, any differences or questions that may arise between the parties, including the making or maintaining of collective bargaining agreements, the terms to be included in such agreements, any grievances that may arise.

11. Nothing in this Agreement shall be construed as an undertaking by the Authority, the Union, or the employees covered by this Agreement to forego any rights or benefits under any other agreement or under any applicable provision of law.

12. The term "Project," as used in this Agreement, shall not be limited to the particular facility assisted by federal funds, but shall include any changes, whether organizational, operational, technological or otherwise, which are traceable to the assistance provided, whether they are the subject of the grant contract, reasonably related thereto, or facilitated thereby. The phrase "as a result of the Project," shall, when used in this Agreement, include events occurring in anticipating of, during, and subsequent to the Project.

13. This Agreement shall be binding upon the successors and assignments of the parties hereto, and no provisions, terms, or obligations herein obtained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Authority to manage and operate the system. Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management or operation of the transit system, shall agree to be bound by the terms of this Agreement and accept the responsibility for full performance of these conditions.

14. The employees in the bargaining unit represented by the Union shall receive coverage as provided in Division 10, Part 4, Chapter 4, Sections 40120 through 40129 of the California Public Utilities Code. In no event shall these benefits be worsened as a result of the Project.

15. In the event any provision of this Agreement is held to be invalid or otherwise unenforceable under the federal, state, or local law, such provision shall be renegotiated for purpose of adequate replacement under Section 13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, either party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in this Agreement and any other appropriate action, remedy or relief.

16. Any other representative of employees in the mass transit service area of the Project may become a party to this Agreement by serving written

notice of its desire to do so upon the Union, the Authority and the Secretary of Labor within sixty (60) days of the date hereof.

17. In the event this Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds, provided, however, that this Agreement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms; nor shall any collective bargaining agreement between the Union and the operator of the transit system merge into this Agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly-authorized representatives this 24th day of April, 1992.

TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION, AFL CIO	ORANGE COUNTY TRANSPORTATION AUTHORITY
By ______________________	By Stan Oftelie
By ______________________	By ______________________
By ______________________	By ______________________
By ______________________	By ______________________

~~Approved by:~~

J. L. Gobel

J. L. Gobel

EXHIBIT A

The employee protective arrangements for the Project to which the Exhibit "A" applies shall include the following rights, privileges, and benefits to the extent applicable to any covered employee:

1. a. Whenever an employee retained in service is placed in a worse position with respect to compensation as a result of the Project he shall be considered a "displaced employee" and shall be paid a monthly "displacement allowance," to be determined in accordance with this paragraph. Said displacement allowance shall be paid during the protective period following the date on which the employee is first displaced, so long as the employee is unable, in the normal exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation of the position from which he was displaced.

b. The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by 12, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be further adjusted to reflect any subsequent wage adjustments increasing employee compensation. If the displaced employee’s compensation in his current position is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent wage adjustments), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. It is not intended that the provisions of this paragraph shall affect in any way the retirement on pension or annuity rights and privileges of any employee. If a displaced employee fails to exercise his seniority rights to secure another position available to him, which does not require a change in his place of residence hereafter defined, to which he is entitled under the working agreement and which carries a wage rate and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated, for the purpose of this paragraph, as occupying the position he elects to decline.

2. a. Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, he shall be considered a "dismissed employee," and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. This dismissal allowance shall be first paid each dismissed employee on the 30th day following the day on which he is "dismissed," and continue payable monthly for the following periods of time:

Employee’s length of service prior to adverse effect	Period of payment
1 day to 6 years	equivalent period
6 years or more	6 years

During the 6-year period following the date on which the employee is deprived of employment, the monthly dismissal allowance shall be equivalent to 1/12 of the compensation received by him in the last twelve (12) months of his employment in which he earned compensation (adjusted to reflect subsequent wage adjustments) increasing compensation prior to the date on which he was first deprived of, employment as a result of the Project.

b. An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project and he is unable to obtain by the exercise of his seniority rights another position, or, when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project; or, as a result of the exercise of seniority rights by other employees brought about as a result of the Project. Any such deprivation of employment which occurs as a result of an agreement reached or arbitration award rendered in accordance with these employee protective arrangements which require a selection from, or reassignment of, the working forces, shall not be deemed to be any less a result of the Project by reason of such agreement or award. In the absence of proper notice of an intended change, and an agreement or arbitration award specifying arrangements for the selection from, or reassignment of, the working forces, as required by the protective conditions applicable to the Project, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

c. Each employee receiving a dismissal allowance shall keep the Authority informed as to his current address and the current name and address of any other person by whom he may be regularly employed.

d. The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of this agreement in said position, if any are due him.

e. An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the working agreement, and such employee may be required to return to service of his former employer for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence as hereinafter defined, if his return does not infringe upon the employment rights of other employees under the working agreement.

f. When an employee who is receiving a dismissal allowance return to service, said allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to all other applicable provisions of this Agreement.

g. The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his Union representatives, and his former employer, shall agree upon a procedure by which the Authority shall be currently informed of the wages earned by such employee in employment other than with his former employer, and the benefits received.

h. The dismissal allowance shall cease prior to its normal expiration date, as described in paragraph 2a above, in the event of the failure of the employee without good cause to return to service in accordance with the working agreement by the exercise of his seniority rights secure an available position in his former classification, or for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence as hereinafter defined, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with the working agreement.

3. In determining length of service of a displaced or dismissed employee for purposes of this Agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

4. No employee receiving a dismissal or displacement allowance shall be deprived, during this protected period, of any rights, privileges, or benefits attaching to his employment, including without limitation group life insurance, hospitalization, and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Social Security, Workmens' Compensation and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

5. No employee shall be entitled to an allowance under paragraphs 1 or 2 hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

6. a. Any dismissed or displaced employee, who is retained in service or who is later restored to service after being entitled to receive a dismissal or displacement allowance, and who is required to change the point of his employment as hereinafter defined by paragraph 11 in order to retain or secure active employment with his employer and is thereby required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expense for himself and his immediate family, and for his own actual wage losses during the time necessary for such transfer,

and for a reasonable time thereafter (not to exceed five [5] working days) used in securing a place of residence in his new location. The exact extent of the responsibility of the Authority under this paragraph, and the ways and means of transportation shall be agreed upon in advance between the Authority and the employees affected, or their Union representatives. Claims under this paragraph must be submitted to the Authority within ninety (90) days after they are incurred.

b. If any such employee is furloughed within three (3) years after changing his point of employment in accordance with paragraph a hereof, and elects to move his place of residence back to his original point of employment, the Authority shall assume the expense of moving his household and other personal effects under the provisions of paragraph a hereof.

c. Except as otherwise provided in this paragraph, changes in place of residence, subsequent to the initial changes caused by the action but taken pursuant to the Project, which do not result from said action but grow out of the normal exercise of seniority, shall not be considered within the purview of the provisions of this paragraph.

7. The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the Authority (or who is later restored to service after being entitled to receive a dismissal allowance) and who is required to change the point of his employment as hereinafter defined by paragraph 11, with his protective period as a result of the Project, and is, thereby required to move his place of residence; provided, however, that these conditions shall not apply where the change of the point at which the employee is employed results in bringing that point nearer his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option be reimbursed by the Authority for any loss suffered in the sale of his home for less than its fair market value, such loss to be paid within thirty (30) days of the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the transaction of sale, so as to be unaffected thereby. The Authority shall in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person. It is the intent of this paragraph that the fair market value so determined and to be received by the employee, is not to be reduced by any expenses incident to the closing of the transaction of sale of home, such as loan discount, loan closing costs, preparation of abstract, or deed of sale, the employee will be made whole for any such expense involved.

If the employee is under a contract to purchase his home, the Authority shall protect him against loss under such contract and, in addition shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Authority shall protect him from all loss and cost in securing the cancellation of said lease.

b. Changes in place of residence which are made subsequent to the initial changes caused by the Project, and which grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

c. No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Authority within one (1) year after the date the employee is required to move.

d. Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or his Union representative and the Authority. In the event they are unable to agree, the dispute or controversy may be referred by the Authority or the Union to a board of competent real estate appraisers, selected in the following manner: one to be selected by the representatives of the employee, and one by the Authority and these two, if unable to agree within thirty (30) days upon a valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local real estate board or commission, or comparable body, to designate within ten (10) days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and binding. The salary and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

8. A dismissed employee entitled to protection under this Exhibit "A" may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Agreement) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936.

9. Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period of any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

10. If any employer of the employees covered by this Exhibit "A" shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this Exhibit as an employee affected by the Project, the provisions of this Agreement shall apply to such employee as of the date when he was so affected.

11. The phrase "point of employment" as used in paragraphs 6 and 7 herein is understood to mean the place an employee reports for work, and if said point of employment is changed by a distance of 20 or more straight line miles, no nearer the employee's residence, the provisions of paragraphs 6 and 7 shall apply.

AGREEMENT NO. C-0-2150
EXHIBIT A

OC ACCESS Paratransit and OC Flex Microtransit Services

SCOPE OF WORK

Table of Contents

OVERVIEW 2
SECTION 1: CONTRACT TERMS 5
SECTION 2: OC ACCESS SERVICE DESCRIPTION 5
SECTION 3: CONTRACTOR STAFF REQUIREMENTS 12
SECTION 4: TRAINING AND SAFETY PROGRAMS 26
SECTION 5: SUBCONTRACTOR VEHICLE OPERATIONS 29
SECTION 6: EMERGENCY PREPAREDNESS 31
SECTION 7: MONTHLY DATA COLLECTION AND REPORTING 32
SECTION 8: VEHICLE MAINTENANCE 37
SECTION 9: FACILITY 69
SECTION 10: INFORMATION TECHNOLOGY (IT) 71
SECTION 11: PERFORMANCE STANDARDS 77
SECTION 12: INVOICES AND BILLING 78
SECTION 13: FEDERAL, STATE AND LOCAL REGULATIONS 79
SECTION 14: TRANSITION TO SUBSEQUENT CONTRACTOR 81
SECTION 15: OC FLEX MICROTRANSIT SERVICE 84
SECTION 16: TERMS AND DEFINITIONS 100
ATTACHMENTS 1 THRU 10 107

OVERVIEW

OC ACCESS SERVICE

The Americans with Disabilities Act of 1990 (ADA) requires agencies that operate fixed-route operations to provide complementary paratransit service for individuals who are unable to use the fixed-route service or rail service. This complementary paratransit service ensures that eligible individuals have transportation available to them on the same basis as individuals using the fixed-route service or rail service. Paratransit services are designed to complement these services in terms of the service area and time of service, not as a stand-alone system, and to service strictly defined categories of individuals with disabilities.

The ADA requires each public entity to establish a certification process for determining ADA paratransit eligibility. The eligibility criteria are designed to limit service to those individuals whose disabilities prevent them from using the fixed-route service or rail service for some or all of their trips.

The Orange County Transportation Authority (AUTHORITY) responded to this civil rights legislation with the implementation of the OC ACCESS paratransit service (OC ACCESS) in 1993. AUTHORITY operates OC ACCESS in partnership with a private firm (CONTRACTOR). This Scope of Work (SOW) sets forth the requirements for the management, operations, and maintenance of this service by CONTRACTOR.

OC ACCESS is contracted in a manner that promotes the efficient use of resources and reduces the overall program cost.

OC FLEX SERVICE

As part of the OC Bus 360 Program, AUTHORITY implemented a number of initiatives to meet the changing mobility demands within AUTHORITY's service area. One of these initiatives was a micro-transit pilot program to evaluate the effectiveness of an on-demand service enabled by the technology used by ride hailing companies (e.g., Uber, Lyft). The technology provided customers with an app for their smart phone, allowed them to place reservations, pay their fare, and monitor their ride. The technology solution also provided a web interface for dispatching, and data collection. In addition, riders can call the contractor directly and book a trip, and they can pay their fare on-board. Passengers receive a discount for using the mobile app to pay their fare. The objectives of the micro-transit pilot program were to:

1. Provide public transit mobility in lower-demand areas
2. Reduce total operating and capital costs
3. Reduce vehicle miles travelled (VMT)
4. Extend the reach of the OC Bus and Metrolink services
5. Meet customer needs

AUTHORITY has been operating the pilot since October 2018, which will conclude in December 2021. AUTHORITY intends to integrate this type of microtransit service into its family of services going forward, but the service plan is still under development.

CONTRACTOR shall manage, operate and maintain the OC Flex program for a period of up to four (4) years to ensure continuity of the program while the planning process continues. During the four (4)-year initial term of the agreement, an expansion or termination of the program is possible.

If an expansion is necessary, it could include modifications to the existing service area, or the addition of new service area(s) that are similar in size to the existing service area. AUTHORITY shall provide CONTRACTOR with a minimum one (1) month notice for expansion and will provide additional primary vehicles, if needed, and work with the CONTRACTOR to develop an appropriate implementation plan. This service shall be reimbursed on a revenue vehicle hour basis separate from the OC ACCESS services.

If a termination is determined, the primary vehicles used for the delivery of OC Flex service shall be transferred for AUTHORITY in the delivery of OC ACCESS service. AUTHORITY shall provide CONTRACTOR with a minimum one (1) month notice of termination.

AUTHORITY ROLES AND RESPONSIBILITIES

CONTRACTOR performance and oversight shall be managed by AUTHORITY's Paratransit Services Department, which is part of AUTHORITY's Operations Division.

The roles and responsibilities of AUTHORITY specific to the operation of OC ACCESS and OC Flex described in this SOW are outlined as follows:

- Establish service policies for OC ACCESS operations and maintenance, ensuring compliance with ADA regulations.
- Perform monthly drug and alcohol review of all CONTRACTOR records to ensure compliance with all required standards.
- Provide OC ACCESS eligibility determination services.
- Provide Trapeze paratransit scheduling and dispatch software, upgrades, licensing, hardware and communications systems as detailed herein to provide OC ACCESS service.
- Provide dedicated revenue service vehicle fleet, including all required auxiliary equipment, for use on AUTHORITY's OC ACCESS service and up to three (3) vehicles for training purposes. AUTHORITY will also provide seven (7) accessible revenue vehicles to be dedicated to the OC Flex service.
- Provide an operations and maintenance facility, including janitorial and facility maintenance services.
- Establish fare policies and fare structures.
- Perform overall branding and marketing of the services.

- Administer and monitor the Agreement, including performance monitoring, contract compliance reviews, and accident/incident investigation.
- Receive invoices, verify monthly reports, and process payments to CONTRACTOR.
- Submit required National Transit Database (NTD) report with input from CONTRACTOR.
- Monitor all customer comments received related to the service, review CONTRACTOR input and coordinate written responses as required.
- Attend monthly meetings, or more often as needed, with CONTRACTOR Project Management Team.
- Make a presentation to AUTHORITY's Board of Directors (Board) and Board Committees (Committee) relative to the status of the project as needed.
- Establish service level for the OC Flex program.

CONTRACTOR ROLES AND RESPONSIBILITIES:

This service design calls for one (1) primary contractor to be accountable and accept responsibility for all aspects of the OC ACCESS and OC Flex services, including management, maintenance, and operations, either directly or through subcontract(s)/independent contractor(s). CONTRACTOR shall understand that from time to time, AUTHORITY may amend and change its policies and procedures associated with OC ACCESS and OC Flex and agrees that unless such change in its policies and procedures results in a material change to this Agreement, no financial relief shall be provided.

The roles and responsibilities of CONTRACTOR specific to the operation of the OC ACCESS and OC Flex services described in this SOW are outlined as follows:

- Provide OC ACCESS and OC Flex service as described in this SOW in compliance with AUTHORITY operating policies and all applicable local, county, state, and federal laws and regulations.
- Recruit, hire and train all personnel to proficiency as appropriate to their duties, including management.
- Provide on-going management and supervision.
- Provide, either directly or through subcontract arrangement(s), for the operation of services as described herein.
- Collect fares and fare media, handle, account for, and report all fare revenues received during operation of the OC ACCESS and OC Flex services.
- Investigate all rider comments received within prescribed timeframes.
- Prepare and submit all operating reports on time and in the prescribed formats.
- Adhere to AUTHORITY's Lost and Found policies and procedures (ATTACHMENT 1).
- Provide an adequate number of non-revenue vehicles to perform operator shift changes and/or reliefs for OC ACCESS services.

- Provide spare vehicles to be used for the OC Flex service when needed to facilitate maintenance or address capacity issues during peak periods. Spare vehicles are not required to be dedicated to the OC Flex service, but should be available at all times that the OC Flex is in operation to ensure fifteen (15) to twenty (20)-minute response times. When spare vehicles are used for OC Flex trips, they will display an OC Flex window placard, visible to passengers. These vehicles will be inspected, approved, and accepted by AUTHORITY prior to use for the OC Flex service.
- Provide required office equipment and any other equipment deemed necessary to operate the service.
- Attend meetings with AUTHORITY staff as required.
- Conduct monthly contractor meetings, or more often as needed, with AUTHORITY that addresses the current status of the operation, challenges faced by all contractors and what steps will be implemented to overcome those challenges. Management representatives for subcontractor(s) providing service on behalf of CONTRACTOR are required to be in attendance.
- Attend AUTHORITY's Board and Committee meetings relative to project status as needed.
- Provide and use a cloud-based software system to use for scheduling, dispatch, fare collection, and data collection purposes for the OC FLEX program

SECTION 1: CONTRACT TERMS

CONTRACTOR shall be compensated based on the number of passenger trips provided for OC ACCESS service as reflected on the Price Summary Sheet (EXHIBIT B, Schedule 1).

Separately, CONTRACTOR shall be compensated based on the number of revenue vehicle hours for the OC Flex service, as reflected on the Price Summary Sheet (EXHIBIT B, Schedule 2). The number of revenue vehicle hours provided under this Agreement is an estimate and may be subject to change. AUTHORITY may direct the operation of OC Flex service up to twenty percent (20%) above or below the estimated annual totals indicated in the Price Summary Sheet (EXHIBIT B, Schedule 2) without renegotiation of the variable revenue vehicle hours rate.

SECTION 2: OC ACCESS SERVICE DESCRIPTION

2.1 Description of OC ACCESS Service

OC ACCESS service is an advanced reservation, shared-ride curb-to-curb service, for travel within areas comparable to fixed-route service in Orange County, and for persons who have been certified as eligible for the service. OC ACCESS service is available within three-quarters (¾) of a mile of any fixed-route service and during the same hours and days of service.

OC ACCESS service is provided as origin to destination without transfers. The OC ACCESS service area extends for more than 461 square miles and extends into portions of Los Angeles County. OC ACCESS provides more than 4,500 trips per day on an average weekday, more than 1,000 trips per day on an average Saturday, more than 1,000 trips per day on an average Sunday, and has more than 32,600 eligible riders. The average trip length during FY 2018/2019 was 10.3 miles.

Funding for the OC ACCESS service includes the Local Transportation Fund sales tax, Orange County Measure M2 sales tax, State Transit Assistance funding, Federal Transit Administration (FTA) Section 5307 Urbanized Area Funding, Section 5310 Enhanced Mobility for Seniors and Disabled (EMSD) and Section 5316 Job Access Reverse Commute (JARC) grants, passenger fares, and other associated sources.

CONTRACTOR shall strive, at all times, to provide service in a manner that shall maximize productivity and quality of service. General OC ACCESS service guidelines and policies are outlined and described in the OC ACCESS Rider's Guide (ATTACHMENT 2). All OC ACCESS service shall comply with ADA and FTA guidelines, including the negotiation of trip times, the trip pick-up window as established by AUTHORITY (the pick-up window is a thirty (30) minute window, beginning with the scheduled time until thirty (30) minutes later), the trip arrival window as established by AUTHORITY (the arrival window is a thirty (30) minute window, beginning thirty (30) minutes before the scheduled arrival time), comparable travel time, among others.

AUTHORITY will work with CONTRACTOR to develop service delivery plans and methods that ensure compliance with the ADA, FTA and AUTHORITY guidelines and regulations.

2.2 Reservations, Scheduling, and Dispatch

CONTRACTOR shall implement and administer reservations, scheduling and dispatch procedures that shall comply with ADA complementary paratransit requirements, as may be amended and modified by the FTA and by AUTHORITY through its OC ACCESS Rider's Guide and other AUTHORITY documents and publications.

AUTHORITY will provide CONTRACTOR with Trapeze software and operating licenses for use in the reservations, scheduling, and dispatch of OC ACCESS services. CONTRACTOR shall provide the technical expertise and support staff necessary to:

- Train staff to proficiency as appropriate to their duties in the use of Trapeze.
- Implement Trapeze upgrades and train staff in the use of all upgrades.
- Provide customized performance reports and operating data.
- Ensure that OC ACCESS scheduling staff are knowledgeable of and apply the tools and techniques in Trapeze designed to optimize vehicle schedules.
- Assess the use of Trapeze and the performance on OC ACCESS services annually and provide AUTHORITY with a written report identifying improvements.

2.2.1 Reservations

OC ACCESS uses a next-day scheduling policy that allows reservations to take place up to three (3) days in advance. Reservations shall be staffed and operational Monday through Friday from 7:00 AM to 5:00 PM and on Saturdays, Sundays and AUTHORITY recognized Holidays from 8:00 AM to 5:00 PM. Staff shall also be on-duty to handle cancellation and ride check calls during all hours of OC ACCESS operation. A call center script, reviewed and approved by AUTHORITY, shall be implemented to ensure consistent service is provided. Proposed changes to the call center script shall be subject to review and approval by AUTHORITY before the implementation of changes.

CONTRACTOR is responsible for verifying the rider's date of eligibility and the pick-up and drop-off addresses of the requested trip before scheduling a reservation. This determination shall be made using the provided reservation software. CONTRACTOR has no responsibility for the general determination of eligibility. Personal care assistants (PCAs) and service animals ride free of charge. At least one (1) companion may ride with the eligible rider and shall pay the same fare as the rider.

When placing a trip request, callers shall be asked for the OC ACCESS identification number and the name of the person associated with the account, the date they want to travel, pick-up address, details about the pick-up address, destination address, the time they would like to be picked up or the time they want to arrive at their destination, whether they will be using a mobility aid while traveling, traveling with a service animal, and if they will be traveling with a PCA and/or companion(s).

Upon scheduling a trip reservation, callers shall be quoted the thirty (30)-minute pick-up window and advised that a vehicle may arrive at any time within the thirty (30) minutes quoted. For trips scheduled as arrival, callers must also be provided with the 30-minute arrival window. Once quoted, the thirty (30)-minute pick-up window may not be changed by CONTRACTOR without direct approval by the rider or a representative of the rider.

2.2.1.1 Trip Negotiation Policy

In accordance with the ADA, CONTRACTOR shall negotiate the pickup time for a requested trip up to one (1) hour before or one (1) hour after the requested pick-up time unless the caller indicates they want to schedule their trip for an arrival time or have a pickup time constraint. A true negotiation considers the rider's practical travel needs and time constraints. In addition, the travel time shall not exceed the comparable travel time for a similar trip on a fixed-route or rail service. In the event of a time constraint, the following policies shall apply:

No later-than Pick-up: If a rider must leave a location no later than a specified time (i.e. a facility that closes at 6 PM), CONTRACTOR shall offer at least one (1) pick-up window that will ensure that the rider is picked up between the time requested and sixty (60) minutes earlier than the time requested.

No earlier-than Pick-Up: If a rider has requested not to leave the pick-up location before a specified time (i.e. ends work at 6 PM), CONTRACTOR shall offer at least one (1) pickup window that will ensure the rider is picked up between the time requested and sixty (60) minutes after the time requested.

No later-than Delivery: If an arrival time has been specified, CONTRACTOR shall offer at least one (1) pick-up window that shall ensure that the rider arrives no earlier than thirty (30) minutes before the requested arrival time and zero (0) minutes after the requested arrival time.

2.2.1.2 Subscription Trips

As allowed by the ADA, subscription service shall be available on OC ACCESS for riders who travel consistently on a specific day(s) of the week, at the same time, and with the same pickup and drop off address. The purpose of the subscription service is to enable CONTRACTOR to create efficient routes for riders who have similar travel patterns.

Riders requesting subscription service shall have a consistent travel history without excessive cancellations and/or no-shows. Riders with subscription service who cancel for periods of one (1) month or more may lose their subscription service. Once a subscription trip is lost, any future request for subscription service shall be treated as a new request. Due to its high demand and limited availability, riders with a pattern or practice of no-shows, trip cancellations and/or late trip cancellations may lose their subscription service.

Requests for subscription service shall be made through the normal OC ACCESS reservations process. Requests for subscription service are not expected to be automatically approved. Once received, each subscription request shall be assessed to determine if it can be efficiently accommodated. Accommodation shall consider the following:

- existing subscription trips
- available trip capacity at the requested time and for the requested day(s) of the week
- ADA requirement that capacity is available for next day trips (non-subscription trips) with no trip denials

Riders who need to change the parameters of their subscription service (i.e. change the trip's origin, destination or time on a particular day) shall be required to cancel that particular subscription trip and submit a new request. Riders who need to change their subscription trip's origin, destination or time of service for a particular day shall be required to cancel the subscription trip for that day and schedule a next-day reservation.

2.2.1.3 Certification Trips

AUTHORITY's Eligibility Determination Service contractor shall provide CONTRACTOR with a schedule of appointments by 3 PM, two (2) days before the appointment date, at a minimum. CONTRACTOR shall schedule the trips for service. Certification return rides shall be scheduled ninety (90) minutes after the scheduled certification appointment time. Certification trips may be serviced with non-certification trips.

2.2.2 Scheduling

Within the requirements established by the ADA and AUTHORITY, CONTRACTOR and its subcontractor(s) shall organize and perform trips in a manner that maximizes service efficiency by grouping trips together. Service efficiency shall include:

- Providing comparable service;
- Organizing trips in a manner to achieve performance standards;
- Minimizing unnecessary rider travel time.
- Excessive zigzagging
- Unnecessary travel to minimize dead-head miles

CONTRACTOR shall, at a minimum, schedule trip times that follow guidelines set forth by the ADA and AUTHORITY. All service requests shall be met to ensure compliance with the ADA and FTA guidelines.

2.2.3 Dispatching

All OC ACCESS vehicles provided by AUTHORITY are equipped with Mobile Data Terminals (MDTs) and voice radio equipment. It is the goal of AUTHORITY that the MDTs be the primary means of transmitting assigned trip data and the primary source of trip performance data.

Paper manifests have been used to show vehicle operators the initial trips to a route of any assigned vehicle and as a precautionary measure to emergency dispatch situations. CONTRACTOR is encouraged to present alternatives to paper manifests that take into account emergency dispatch situations including, but not limited to, malfunctioning or inoperable MDTs.

Voice radio communications equipment installed in the OC ACCESS vehicles is to be used for all communications between vehicle operators and dispatch. Personal or CONTRACTOR-provided cell phones are not permitted to be used for OC ACCESS-related communications.

OC ACCESS operates with a thirty (30) minute pick-up window. The pick-up window shall begin with the scheduled time stated to the rider when their reservation is made. CONTRACTOR shall arrive at a scheduled pick-up location no earlier than ten (10) minutes before the scheduled time for the trip. Vehicle arrival at scheduled pick-up location more than ten (10) minutes early is not permitted. CONTRACTOR shall wait a full five (5) minutes for the rider to make themselves available to begin boarding. This five (5) minute “dwell time” period cannot start before the rider’s scheduled trip time. During the dwell time, CONTRACTOR shall attempt to reach the rider by calling the phone number that was provided during the reservation. Vehicle Operators are prohibited from making the call to riders. If the rider does not make themselves available and the dwell time has expired, CONTRACTOR shall proceed with initiating the no-show process for the trip.

OC ACCESS also operates on a thirty (30) minute arrival window. The arrival window will begin thirty (30) minutes before the scheduled arrival time stated to the rider when the reservation is made. Riders shall be provided with an anticipated pick-up window for every scheduled arrival trip and CONTRACTOR shall make every effort to arrive within the stated pick-up window; however, it is expected CONTRACTOR shall provide service within the scheduled arrival window.

Accessible vehicles shall be used as required for riders who use a wheelchair device or have been determined by AUTHORITY to require an accessible vehicle. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is strongly discouraged. However, a rider who can transfer without any assistance and who is open to receiving service in a non-accessible vehicle is allowed.

2.4 Rider Comments

Rider feedback from complaints and commendations is important to AUTHORITY because it provides insight into the rider experience when using the OC ACCESS service. Rider comments regarding OC ACCESS service will be received by AUTHORITY's Customer Information Center contractor and recorded in the "Comments, Compliments and Complaints" (C3) database (ATTACHMENT 3) or another future database. Any rider comment received directly by CONTRACTOR shall be referred to the Customer Information Center for proper handling and documentation.

CONTRACTOR shall be responsible for investigating and entering the results of the investigation in the C3 application, including those involving any subcontractor personnel. Investigations shall include providing a detailed summary of findings related to the issues identified in the complaint; identifying any staff involved and documenting that in C3, and when applicable, providing what actions were taken to address any issue. In addition, CONTRACTOR shall provide statements, recorded calls, recorded videos, and any other information related to comment when requested by AUTHORITY.

Comments that require a response (i.e. Call Back, E-mail) shall be completed within five (5) business days of receiving the comment and all other comments shall be closed within ten (10) business days. Additionally, AUTHORITY may submit a request for an expedited investigation of a comment that includes, but is not limited to, sexual harassment claims, seriously disruptive conduct, among others. The expedited investigation process will need to include communication with AUTHORITY Project Manager or Field Administrator.

CONTRACTOR shall regularly review and analyze all received comments for trends and issues that need to be addressed to reduce or eliminate future comments on the same issues. CONTRACTOR shall provide AUTHORITY with a written report quarterly, at a minimum, that identifies actions to be taken to reduce the number of valid complaints. CONTRACTOR is expected to reduce the number of complaints through employee training, establishing new practices, and conducting outreach and education of riders, facility representatives where OC ACCESS riders travel to, and/or the general public.

2.5 No Show Policy

CONTRACTOR shall be responsible for receiving, evaluating, processing and reporting all rider requests for removal of no-shows and late cancellations. Rider requests for removal of a no show and late cancellation shall meet ADA requirements. CONTRACTOR shall track rider no shows and late cancellations, issue rider notifications relating to no-shows and late cancellations incurred and process requests for a suspension appeal.

2.6 Fares

AUTHORITY shall determine and set all fares for the OC ACCESS service. CONTRACTOR shall enforce AUTHORITY’s fare policies and ensure that fares recorded are consistent with AUTHORITY’s policies, including those collected by any subcontractor(s). AUTHORITY shall provide CONTRACTOR with, at a minimum, a thirty (30) day notice of any change to the OC ACCESS fare policy and will coordinate such changes and required scheduling software changes with CONTRACTOR.

- OC ACCESS riders shall pay $3.60 for every one-way trip.
- PCA and service animals travel for free and shall have the same origin and destination as the OC ACCESS rider.
- Companion(s) pay the same fare as the OC ACCESS rider and shall have the same origin and destination as the OC ACCESS rider.
- Certification trips shall not be assessed a fare.

2.6.1 Fare Procedures

All riders must pay their fare when boarding the vehicle unless otherwise noted. The exact fare shall be paid in cash, coupons or any combination equal to the fare. Drivers shall not provide change.

- All AUTHORITY provided OC ACCESS revenue vehicles shall be equipped with a Mechanical Farebox or equivalent. CONTRACTOR shall establish appropriate cash handling procedures to ensure that all cash fares collected are properly accounted for and deposited, including those collected by a subcontractor.
- Cash fares collected shall be recorded in the Trapeze Pass Database and deducted from CONTRACTOR’s monthly invoice. Coupon fares collected shall be reported, bundled by denomination into stacks of one hundred (100) and packaged per day. AUTHORITY will request two (2) random days packets for review monthly.

- Cash fares and coupon fares collected by a subcontractor shall be bundled by denomination into stacks of one hundred (100) and packaged per month. AUTHORITY will review the monthly amount.
- If a discrepancy is found in the count compared to what is reported for that month, all packages may be counted and reconciled.

CONTRACTOR shall provide:

- A monthly report indicating the revenue collected and reconciled daily. The report shall track all cash, coins, and coupons.
- A coupon reconciliation sheet for CONTRACTOR and each subcontractor providing OC ACCESS service. Sheets provided with monthly and daily denomination totals.
- Copies of the armored carrier deposit slips shall be submitted to AUTHORITY with each month's billing documentation.
- Daily cash summary sheets.
- Reconciliation procedures that are designed to prevent and minimize any error, fraud or abuse. Each element of the system shall be reconciled against total revenues to ensure that losses are prevented.
- Monitoring of daily fare collection activity from Vehicle Operator collection through video monitoring of the farebox counting area.

2.7 Tolls, Fines and Charges

CONTRACTOR shall be responsible for the costs associated with the usage of roads or highways which require a toll charge. AUTHORITY will not be responsible for any toll road costs or fines associated with toll road violations.

CONTRACTOR shall also be responsible for payment of any traffic fines, parking fees, and any other charges levied against CONTRACTOR, CONTRACTOR's employees or subcontractors, and/or AUTHORITY vehicles operated by CONTRACTOR.

SECTION 3: CONTRACTOR STAFF REQUIREMENTS

CONTRACTOR shall provide the necessary personnel and subcontractor(s) whose expertise shall ensure successful management and delivery of the contract requirements. All personnel, whether an employee or contracted, that are assigned to this project shall be knowledgeable about the OC ACCESS service and the ADA. In addition, all personnel shall maintain a professional and courteous behavior toward all passengers and individuals encountered in the delivery of OC ACCESS service.

CONTRACTOR shall comply with all federal, state and local employment regulations including, but not limited to, employer's liability, workers' compensation (for employees), unemployment insurance, payroll taxes, social security, and any other mandated or optional employee benefits. CONTRACTOR shall be solely responsible for payment of all CONTRACTOR employee wages and benefits.

CONTRACTOR shall obtain and provide all required state and local permits, and ensure that all drivers are properly documented and licensed for the service that they are providing. CONTRACTOR shall comply with safety requirements promulgated by the FTA and/or the U.S. Department of Transportation (USDOT).

The use of a subcontract as opposed to direct employees to provide any part of the service shall require proof of a written contractual right in favor of CONTRACTOR (with third-party beneficiary status as to that right in favor of AUTHORITY) as to each such independent contractor giving CONTRACTOR (and AUTHORITY as third party beneficiary) the right to legally compel that the service to be provided by such subcontractor be provided following the terms and conditions contained in the SOW applicable to that service. The fact of such contractual right shall not relieve CONTRACTOR, should they be successful, from liability to AUTHORITY for the failure to provide the service to the standards outlined in the Agreement. AUTHORITY shall approve the contract(s) for all subcontractor services before the start date. AUTHORITY shall require subcontractor contracts to provide assurances to prevent the inconsistent delivery of timely service, the degradation of customer service, and the lack of quality transportation services.

CONTRACTOR shall provide AUTHORITY with an organization chart showing all positions, lines of reporting responsibility, and indicating the number of full-time and part-time employees in each position. This organization chart shall be updated and included with the monthly billing. AUTHORITY retains the right to review the personnel policies and lists of personnel assigned at any time upon twenty-four (24) hours' notice.

3.1 Key Personnel

To ensure the continuity of consistently high service standards over the life of the OC ACCESS service, AUTHORITY expects that CONTRACTOR shall retain qualified and experienced key personnel to perform service according to the requirements set forth in this SOW. CONTRACTOR's retention of such key personnel is significant to satisfactory contract performance. CONTRACTOR shall maintain the key personnel identified throughout the term of the contract. Proposed changes in key personnel incumbents and job duties shall be subject to review and approval by AUTHORITY before the implementation of changes.

All of CONTRACTOR's key personnel shall be fully one hundred percent (100%) dedicated to providing services under this contract unless AUTHORITY provides prior written approval for a lesser time. None of these key personnel positions can be combined without the prior written approval of AUTHORITY. If AUTHORITY approves a variance to the time dedication level of any key personnel or consolidation of any key personnel positions, AUTHORITY reserves the right to make appropriate adjustments to

CONTRACTOR's fixed monthly cost and also reserves the right to reverse or modify any such approval at any time.

CONTRACTOR shall not, without prior written notice to and prior written approval by AUTHORITY, remove or reassign any key personnel, or appoint any new individual to any key personnel position (whether in an acting or permanent capacity), at any time during the term of the Agreement, provided that CONTRACTOR shall, following written notice and explanation to AUTHORITY, remove any such individual for misconduct or cause according to CONTRACTOR's established personnel policies.

CONTRACTOR shall notify AUTHORITY thirty (30) days in advance of replacing a key personnel position. Should CONTRACTOR propose a new individual or AUTHORITY requests a replacement, the proposed replacement's resume and qualifications will be submitted to AUTHORITY for its approval at least ten (10) calendar days before the departure of the incumbent employee, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY will require an interview of the proposed replacement candidate.

If CONTRACTOR fails to provide the required key personnel or removes key personnel without AUTHORITY's prior written approval, AUTHORITY may make appropriate adjustments in CONTRACTOR's fixed monthly fee. If any of the key personnel positions remain open for over thirty (30) calendar days, AUTHORITY may deduct the salary and benefits plus a penalty of One Thousand Dollars ($1,000.00) per day in which the position remains unfilled beyond the first thirty (30) days.

Key personnel include, but are not limited to:

KEY POSITION	Full-Time Equivalent
Project Manager	1
Operations Manager	1
Maintenance Manager	1
Safety Manager	1
Call Center Manager	1
Information Technology Manager	1
Driver Trainer	1
Customer Relations Coordinator	1

3.1.1 Project Manager

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time on-site Project Manager (Project Manager). The Project Manager shall demonstrate, by decision and action, competency in all aspects of AUTHORITY's OC ACCESS service and have extensive knowledge of ADA and FTA guidelines. The Project Manager shall be responsible for the daily operations of the service and that the delivery of service meets or exceeds AUTHORITY's objectives and standards, and responds to all significant emergencies.

The Project Manager shall maintain consistent and sufficient contact and communication with AUTHORITY's Project Manager. The Project Manager shall be on-site during normal working hours and be available by telephone (mobile phone included) or email at all times. The Project Manager shall act as the primary liaison between CONTRACTOR and AUTHORITY and attend meetings and events as requested by AUTHORITY's Project Manager. AUTHORITY shall be provided with the identity and phone numbers of the Project Manager and his or her immediate subordinate and shall be advised of any change in such personnel.

The Project Manager shall have a minimum of eight to ten (8-10) years of management and supervisory experience in public transportation operations or a related field and at least three (3) years of experience in the management and operations of an ADA paratransit service similar to OC ACCESS. The Project Manager shall possess a Certified Community Transit Manager certificate issued by the Community Transit Association of America and completed the Transit and Paratransit Management Certificate Program.

AUTHORITY expects that CONTRACTOR shall retain the services of the Project Manager for a minimum of two (2) years. CONTRACTOR shall not remove or replace the Project Manager without prior written approval.

3.1.2 Operations Manager

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time on-site Operations Manager. The Operations Manager shall demonstrate, by decision and action, competency in all aspects of AUTHORITY's OC ACCESS service and have extensive knowledge of ADA and FTA guidelines.

The Operations Manager shall be responsible for the day-to-day operations of OC ACCESS service and must maintain consistent and sufficient contact and communications with AUTHORITY's Field Administrator(s). The Operations Manager is expected to work with any subcontractor to identify and resolve any service issues, improve training or operations practices, work with any subcontractor in implementing solutions designed to improve system efficiency and rider satisfaction.

Operations Manager shall be proficient in call center operations, dispatch operations, and Trapeze Software certified. The Operations Manager shall be responsible for the training of Scheduling, Window Dispatch and Radio Dispatch staff to proficiency as appropriate to their duties and to a level that will ensure that the delivery of service meets or exceeds AUTHORITY's objectives and standards.

The Operations Manager shall have a minimum of five (5) years of supervisory experience in public transportation operations or a related field and a minimum of three (3) years of experience in the supervision and operations of ADA paratransit services similar to OC ACCESS. The Operations Manager shall have completed the Transit and Paratransit Management Certificate Program.

3.1.3 Maintenance Manager

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time on-site Maintenance Manager. This position shall be solely dedicated to AUTHORITY and not responsible for any other activities of CONTRACTOR. CONTRACTOR shall not remove or reassign a Maintenance Manager approved by AUTHORITY without the prior approval of AUTHORITY. The Maintenance Manager shall ensure that AUTHORITY's maintenance standards are maintained and achieved and that all vehicles are systematically inspected, maintained and repaired while minimizing downtime.

The Maintenance Manager shall have a minimum of five (5) years journey-level mechanic experience and a strong technical background with gasoline engines, electrical and hydraulic systems and be proficient with maintenance software applications. The Maintenance Manager shall have a minimum of five (5) years of experience in maintenance supervision of twenty (20) or more mechanics and demonstrate strong managerial and training qualities.

The Maintenance Manager shall be legally licensed to operate a bus in the State of California and shall possess a valid Class B license with a Passenger ["P"] endorsement as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations. The Maintenance Manager shall also have an educational background consisting, at a minimum, of an associate degree, possess Automotive Service Excellence (ASE) automotive/truck certifications (preferably Master Certified), and have prior experience in transit maintenance (additional experience may be substituted for an associate degree).

3.1.4 Safety Manager

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time on-site Safety Manager. The Safety Manager shall demonstrate, by decision and action, competency in all aspects of AUTHORITY's OC ACCESS paratransit service and have extensive knowledge of ADA and FTA guidelines, particularly those relating to paratransit service.

The Safety Manager shall be responsible for the safe operations of the OC ACCESS service and shall maintain consistent and sufficient contact and communications with AUTHORITY's Field Administrator(s) and Health, Safety and Environmental Compliance (HSEC) Department staff. The Safety Manager shall have extensive knowledge of paratransit operations and the applicability of FTA's Safety Management Systems. The Safety Manager shall be responsible for the documentation, mitigation, and follow-up of any safety-related risk experienced in the service, including those experienced by any subcontractor. The Safety Manager shall have stop work authority and shall be the designated as the HSEC representative to participate in all HSEC related submittals. The Safety Manager shall ensure compliance with the Level 3 Safety Specifications (EXHIBIT D) as applicable to this SOW.

The Safety Manager shall have completed the Transit Safety and Security Program Certificate Program and shall hold a current certification from the BCSP (i.e., Certified Safety Professional (CSP), Associate Safety Professional (ASP), Occupational Hygiene and Safety Technician (OHST), Construction Health and Safety Technician (CHST), or a Certified Industrial Hygienest (CIH) American Board of Industrial Hygiene (ABIH).

The Safety Manager shall have a minimum of five (5) years of experience enforcing HSEC in general industrial, a minimum of five (5) years experience in public transportation with three (3) years of experience in ADA paratransit service safety management similar to OC ACCESS.

Temporary short-term coverage (less than 14 days), when the designated Safety Manager is away from the project, shall be managed by a qualified CSP, OHST or a CHST, have stop work authority, and be acceptable to AUTHORITY. A resume for the temporary short-term coverage request shall be provided to AUTHORITY for review thirty (30) days in advance of scheduled absence date.

Additional site HSEC representatives shall have a current BCSP certification, 5 years of experience in similar contract scopes, incident investigation training, Occupational Safety and Health Administration (OSHA) 500 Training, EM 385-1-1 or JHA preparation training, compliance knowledge of Cal/OSHA, HAZWOPER and Cal//DTSC Standards, have stop work authority, and be acceptable to AUTHORITY. A resume shall be provided to AUTHORITY for review thirty (30) days in advance of scheduled project start date.

3.1.5 Call Center Manager

Subject to approval by AUTHORITY, CONTRACTOR shall assign a full-time on-site Call Center Manager. The Call Center Manager shall ensure AUTHORITY's call center service standards are maintained and achieved. The Call Center Manager shall be responsible for all management and day-to-day operations of the OC ACCESS service call center, including service that may be subcontracted.

Call Center Manager shall be proficient in call center operations, Trapeze Software certified, and shall possess competency in all aspects of AUTHORITY's OC ACCESS paratransit service and have extensive knowledge of ADA and FTA guidelines. The Call Center Manager shall be responsible for the training administered to all Call Center staff and shall ensure that Call Center staff are trained to proficiency as appropriate to their duties and can deliver service that meets or exceeds AUTHORITY's objectives and standards.

The Call Center Manager shall have a minimum of five (5) years of supervisory experience in ADA paratransit reservations and scheduling or a combination of ADA paratransit experience and experience in a related field. The Call Center Manager shall have a minimum of three (3) years of experience in call center supervision of twenty (20) or more call center agents and demonstrate strong managerial and training qualities.

Expertise in call center reporting, knowledge of standard call center metrics, and ability to perform statistical analysis to diagnose call center and agent performance is required.

3.1.6 Information Technology (IT) Manager

CONTRACTOR shall assign a full-time on-site IT Manager. The IT Manager shall be responsible for the day-to-day supervision and support of all IT and telecommunications functions under this agreement including, but not limited to, Trapeze software and telecommunications systems. The IT Manager shall maintain consistent and sufficient contact and communication with AUTHORITY Information Systems (IS) assigned staff and coordinate with external IT vendors associated with this agreement.

The IT Manager shall have a minimum of two (2) years of hands-on experience with Trapeze PASS software in an ADA paratransit environment, and it is highly recommended that the IT Manager is Trapeze certified.

3.1.7 Driver Trainer

CONTRACTOR shall assign a full-time on-site Driver Trainer. The Driver Trainer shall demonstrate, by decision and action, competency in all aspects of AUTHORITY's OC ACCESS service and have extensive knowledge of ADA and FTA guidelines. The Driver Trainer shall be responsible for all training administered to Vehicle Operators including, but not limited to, classroom instruction, behind-the-wheel training, and in-service training and shall ensure that they are trained to proficiency as appropriate to their duties and can deliver service that meets or exceeds AUTHORITY's objectives and standards.

The Driver Trainer shall have a minimum of two (2) years of paratransit driving experience, possess either the State of California, Department of Education School Bus Operator instruction certificate; or a Transportation Safety Institute Transit Trainer's Certificate, and hold a valid State of California Department of Motor Vehicles (DMV) approval to certify California Class B Commercial Operator's Licenses (CDL) with passenger endorsements.

3.1.8 Customer Relations Coordinator

CONTRACTOR shall assign a full-time on-site Customer Care Coordinator. The Customer Care Coordinator shall ensure that AUTHORITY's Comments, Compliments, and Complaints (C3) standards are maintained and achieved. The Customer Care Coordinator shall possess competency in all aspects of AUTHORITY's OC ACCESS paratransit service and have extensive knowledge of ADA and FTA guidelines.

The Customer Care Coordinator shall be responsible for the general supervision, investigation, and response to all C3s, including those associated with the service delivered by any subcontractor(s), and shall maintain consistent and sufficient contact and communication with AUTHORITY's Field Administrator(s). Customer Care Coordinator shall ensure that all C3s are reviewed and responded to in accordance with this agreement. Customer Care Coordinator shall be responsible for contacting customers, when necessary or requested by AUTHORITY, to obtain additional information about a C3, provide information to customers about the OC ACCESS service, and/or to follow-up with customers about a C3.

The Customer Care Coordinator shall have a minimum of two (2) years of experience in the paratransit field as a vehicle operator, road supervisor, scheduler, dispatcher, or trainer and have completed CONTRACTOR's Driver Training Course, Dispatcher Training Course and Call Center Agent Training Course.

3.2 Project Staffing – Operations

AUTHORITY seeks to promote a skilled, stable, and diligent workforce among its service contractors to ensure that service provided to OC ACCESS customers meets or exceeds AUTHORITY's objectives and standards. From time to time, significant service delivery problems have occurred, at least partially due to unusually high employee turnover or due to the inadequate quality of service rendered by selected employees in certain positions. AUTHORITY recognizes the expense and negative effect of employee turnover. Therefore, CONTRACTOR shall have an acceptable recruitment and hiring program that is intended to minimize employee turnover and retain a high-quality workforce.

CONTRACTOR shall employ, maintain, and assign at all times a sufficient number of competent and qualified personnel to meet the requirements of the services in this SOW. CONTRACTOR warrants and represents to AUTHORITY that the personnel and subcontractors shall possess the proper skill, training, background, knowledge, experience, character, and licenses necessary to perform the duties assigned under this agreement.

CONTRACTOR shall be responsible for determining the direct staffing positions, levels and salaries required to deliver the services as described herein. Failure to provide suitable personnel consistent with AUTHORITY's contractual obligations as set forth herein shall be deemed a material breach of contract and may subject CONTRACTOR to immediate termination at AUTHORITY's option.

The following project staff or equivalent positions are recommended by AUTHORITY to ensure the efficient operation of OC ACCESS service. CONTRACTOR shall determine and justify the OC ACCESS staffing to be provided.

3.2.1 Vehicle Operators (Drivers)

CONTRACTOR shall recruit and train a sufficient number of Vehicle Operators to provide the services described in this SOW. Vehicle Operators recruited for the operation of the OC ACCESS service shall meet the following qualifications/requirements before being allowed to perform revenue service:

- Possess and maintain the appropriate license to operate the vehicle assigned to provide revenue service and any other license required by federal, state, or local regulations
- Maintain a valid medical certificate and any other certificate required by federal, state, or local regulations
- Shall be able to speak effectively, understand, write and read in English
- Undergo and pass a drug and alcohol screening at a facility approved by CONTRACTOR in compliance with federal regulations

Evidence of compliance for all subcontractor vehicle operators including, but not limited to, training, background investigation, and licensing requirements shall be provided to CONTRACTOR before the driver is placed into service under the program.

3.2.1.1 Vehicle Operator (Driver) Tools

CONTRACTOR shall provide all necessary operating equipment to Vehicle Operators. Equipment shall include, but not be limited to, a current Thomas Guide Street guide map book of the operating area, daily manifest (trip sheet), clipboards and pens/pencils. Vehicle Operators are also required to be equipped with an operable and accurate timepiece at all times.

3.2.1.2 Vehicle Operator (Driver) Required Documents

The following items shall be in the Vehicle Operator’s possession while operating an AUTHORITY vehicle:

- Valid Commercial Operator License, when applicable;
- Valid Passenger Transport Endorsement (P), when applicable;
- Valid Medical Certificate;
- Risk Management Report Kit;
- Properly completed Daily Vehicle Inspection Report (DVIR).

3.2.1.3 Vehicle Operator (Driver) Requirements

CONTRACTOR shall ensure that all Vehicle Operators, including subcontractor vehicle operators, do not engage in any of the following misconduct when providing service:

- Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding doctor’s prescriptions which do not impair driver’s driving ability and for which an operator has advised his/her supervisor of its use following requirements of Motor Carrier Safety Regulations (49 CFR 391.41—391.49)) while on duty or reporting for duty.
- Gambling in any form.
- Smoking and other uses of tobacco while on duty, except in places or at times designated for that purpose. No smoking is permitted in any vehicle in revenue service.

- Carrying of firearms or concealed weapons.
- Resorting to physical abuse or violence to settle a dispute with another driver, a rider, their PCA or companion, or the general public while on duty.
- Spitting or urinating in inappropriate places or any other unsanitary, offensive or insensitive practices or behavior.
- Use of loud, threatening, indecent or profane language and/or making threatening or obscene gestures toward riders or others.
- Physically touching and/or assisting a client without first obtaining the client's permission to do so.
- Unprofessional conversation, behavior, jokes, or comments that can be construed as sexual harassment or offensive to others.
- Entering a rider's home.
- The use of a personal cell phone or any non-revenue service required electronic equipment, including but not limited to a smartwatch, radio, unauthorized GPS unit, when passengers are in the vehicle is prohibited.
- Playing any entertainment radio or other personal audio equipment when passengers are in the vehicle.

CONTRACTOR shall review and conduct an individualized assessment of all criminal background history consistent with Government Code Section 12952 before their hire or agreement to provide revenue service. Convictions which have a clear nexus to the driver's responsibilities are ones for a felony (any degree) including, but not limited to, sex offenses, armed robbery, robbery, forgery, fraud, conspiracy to commit a felony, assault, illegal firearms possession, arson, murder, etc., or convictions of any misdemeanor involving violent behavior toward any person or sexual misconduct, or convicted of driving while intoxicated or driving under the influence of alcohol or drugs, reckless driving or leaving the scene of an accident in the past five (5) years.

All newly hired drivers providing services shall have no more than three (3) moving violation points on their Driver's License within the last three (3) years. CONTRACTOR shall obtain and maintain on file a copy of the California Motor Vehicle Report for each driver and, if required by state or local law, rule or ordinance, a copy of any applicable certificate of transportation, and/or Certificate of Public Convenience and Necessity for each vehicle to be used to provide transportation service. Any driver found not in compliance with these requirements shall be removed from providing service.

No driver shall have a history of driving under the influence (DUI), driving while intoxicated (DWI), reckless driving, leaving the scene of an accident or any other conviction for serious driving offenses. CONTRACTOR shall, before a driver being placed into service under the program, ensure that a U.S. Department of Justice fingerprint background check has been obtained. Motor Vehicle Reports shall be reviewed annually for all program drivers to ensure that all of the requirements for newly hired drivers apply to all drivers at the time of each annual review. Any driver determined to not comply with the requirements stated in this paragraph shall immediately be removed from service.

3.2.2 Road Supervisors

Road Supervisor staff shall provide road supervision throughout the service area during all hours of revenue service and for all service providers to ensure quality service delivery regularly through field observations. Road Supervisors shall address specific service problems and service interruptions, as well as investigate collisions and incidents. CONTRACTOR shall ensure that Road Supervisors are fully (100%) dedicated to supervising and shall provide a sufficient amount of non-revenue vehicles to be used by Road Supervisors.

While out on the field, a Road Supervisor is expected to work with any OC ACCESS rider, facility representatives where OC ACCESS riders travel to, and/or the general public to identify and resolve any service issues, improve training or operations practices, work with any subcontractor in implementing solutions designed to improve system efficiency and rider satisfaction.

A Road Supervisor shall have, at a minimum, two (2) years of experience as a paratransit driver. All Road Supervisors shall be properly licensed and qualified to operate any vehicle provided by AUTHORITY for the OC ACCESS service.

3.2.3 Window Dispatchers

Window Dispatchers shall assign work (runs/routes) and vehicles to Vehicle Operators, confirm that Vehicle Operators are “fit for duty” before beginning revenue service, ensure that daily vehicle pull-outs adhere to prepared schedules and meet performance objectives, and recommend and employ procedures for more efficient utilization of labor and vehicle assignments and record events, generate and communicate reports, and maintain documentation.

Window Dispatchers are expected to have a thorough knowledge of the OC ACCESS service and other services available to OC ACCESS riders, ADA, and Trapeze scheduling and dispatch systems.

3.2.4 Call Center Representatives

Call Center Representatives shall properly answer and respond to all rider inquiries regarding the OC ACCESS service via telephone and Telephone Device for the Deaf (TDD). Call Center Representatives shall demonstrate proper telephone etiquette, rider empathy, and sensitivity while taking calls for trip reservations, cancellations, ride checks, service inquiries, and general information.

Call Center Representatives are expected to have a thorough knowledge of the OC ACCESS service and other services available to OC ACCESS riders, ADA, and Trapeze scheduling and dispatch systems. A sufficient number of personnel who answer rider calls shall be bilingual in both English and Spanish, at all times. CONTRACTOR shall also provide a language line for all other language interpretations.

3.2.5 Call Center Supervisors

Call Center Supervisors shall monitor and supervise the day-to-day operations of Call Center Representatives. Call Center Supervisors shall provide immediate resolution to rider and service issues in a manner that is consistent with the OC ACCESS service and the ADA. Call Center Supervisors must have experience in supervising and directing Call Center Representatives and be competent at providing guidance and assistance while Call Center Representatives are handling live calls.

Call Center Supervisors shall be proficient in call center operations, ACD (Automatic Call Distribution) application based call routing, reading and interpreting real-time monitoring screens and reader boards to manage live call flow, agent and phone queue performance and shall possess competency in all aspects of the OC ACCESS service and other services available to OC ACCESS riders, ADA, and Trapeze scheduling and dispatch systems. A minimum of one (1) Call Center Supervisor shall be on-duty during OC ACCESS reservation hours.

Call Center Supervisors shall have, at a minimum, two (2) years of experience in paratransit call center operation.

3.2.6 Schedulers

Schedulers shall review, refine and adjust all vehicle itineraries or manifests before the day of service and ensure that the delivery of service meets or exceeds AUTHORITY's objectives and standards while complying with AUTHORITY and ADA guidelines. Schedulers shall initiate call-backs to passengers as needed to adjust scheduled services. Schedulers shall adjust service resources to maximize system efficiency and performance while complying with AUTHORITY and ADA policies and procedures.

Schedulers shall be proficient in Trapeze scheduling and dispatch systems and shall possess competency in all aspects of AUTHORITY's OC ACCESS service and other services available to OC ACCESS riders and have extensive knowledge of ADA and FTA guidelines. Schedulers shall possess and demonstrate an advanced understanding and application of scheduling principles and theory, principles of increasing system productivity, familiarization with the service area, and map reading skills.

3.2.7 Radio Dispatchers

Radio Dispatchers shall provide dispatching responsibilities during all hours when AUTHORITY-provided vehicles are in operation. When AUTHORITY-provided vehicles are in operation, Radio Dispatchers shall provide continuous monitoring of assigned radio frequencies, control the radio frequencies, and ensure all voice radio communications about the OC ACCESS service meet Federal Communications Commission (FCC) regulations.

Radio Dispatchers shall monitor the performance of trips that will ensure that the delivery of service meets or exceeds AUTHORITY’s objectives and standards, including AUTHORITY’s No Show Policy. Radio Dispatchers are responsible for reassigning trips and contacting customers when appropriate as a result of late service (i.e. vehicle breakdown, excessively late trips).

Radio Dispatchers shall be proficient in Trapeze scheduling and dispatch systems and shall possess competency in all aspects of AUTHORITY’s OC ACCESS service and other services available to OC ACCESS riders and have extensive knowledge of the ADA, FTA, and FCC guidelines and regulations. Radio Dispatchers shall possess and demonstrate an advanced understanding and application of dispatching principles and theory, principles of increasing system productivity, familiarization with the service area, map reading skills, driver operations, including but not limited to, the use of MDTs and radio system.

3.3 Personnel Policies

CONTRACTOR shall have in effect personnel policies that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, Compensation, Worker’s Compensation, and other regulations as appropriate. These policies shall be consistent with AUTHORITY policies and shall be contained in an Employee Handbook for distribution to all CONTRACTOR employees. AUTHORITY shall be provided with a copy of this Employee Handbook and any updates thereof.

CONTRACTOR shall maintain at all times a current list of personnel assigned to AUTHORITY’s contract and provide AUTHORITY with an updated employee list each month and when otherwise requested.

At a minimum, the following policies shall be included in CONTRACTOR’s Employee Handbook. Failure to comply with any of the policies listed below may result in the removal from the project.

- Weapons: When working for AUTHORITY’s project, employees may not have weapons in their possession or on AUTHORITY’s property or vehicles.
- Entertainment and Electronic Devices: For the safety of the Vehicle Operator and their passengers, Vehicle Operators are prohibited from the use of any entertainment or electronic device while operating or occupying the driver’s seat of any AUTHORITY vehicle or a vehicle providing revenue service.
- A cellular phone, hands-free or not, iPod, radio, CD player, video game, television, or any other electronic device is strictly prohibited.
- An earpiece of any type is considered an electronic device and may not be worn at any time.
- Cellular phones shall not be used when checking in or while on foot at the base.
- Do not use a camera or camera phone to take photographs of riders.

- Illegal Substances and Alcohol: AUTHORITY may require CONTRACTOR to remove an employee from the project for purchasing or consuming any illegal substances or alcoholic beverages while in a CONTRACTOR uniform. The policies for addressing such incidents shall be included in CONTRACTOR's Drug and Alcohol Policies. CONTRACTOR's Drug and Alcohol Policies must also comply with the FTA Drug and Alcohol Regulations.
- Smoke-free Environment: AUTHORITY promotes and supports a smoke-free work environment. There is no smoking allowed in AUTHORITY vehicles, any area not designated for smoking in AUTHORITY facilities, or in any vehicle that provides revenue service. AUTHORITY may require CONTRACTOR to remove an employee from the project who fails to comply.
- Inappropriate Behavior: AUTHORITY has a zero-tolerance policy for inappropriate behavior. CONTRACTOR's personnel policies must address how inappropriate situations shall be handled. CONTRACTOR shall also adopt a zero-tolerance policy and shall describe their procedure for training employees in this policy to avoid it from occurring. Should CONTRACTOR receive notification from other than AUTHORITY that an employee is allegedly involved in criminal activity including inappropriate behavior, CONTRACTOR shall notify AUTHORITY's Project Manager immediately.
- Confidential Information: CONTRACTOR employees shall maintain the confidentiality of rider data, medical information, and any other personal information to which they might have access to through their employment with CONTRACTOR.
- Gifts: CONTRACTOR employees shall neither solicit nor accept gifts, gratuities, favors or anything of monetary value.

3.4 Removal of Employees

AUTHORITY may require that any employee be removed from the project for excessive complaints, preventable accidents, preventable incidents, misconduct or inappropriate behavior. AUTHORITY has a zero-tolerance policy concerning misconduct, inappropriate behavior and/or negligence resulting in harm to a passenger or significant property damage. If an allegation of this nature is received, CONTRACTOR shall remove the employee from service immediately pending investigation and resolution of the allegation to AUTHORITY's satisfaction.

Any CONTRACTOR employee or subcontractor personnel receiving four (4) or more valid complaints within a rolling six (6) month period may be removed from the project. AUTHORITY shall notify CONTRACTOR of any person determined to be unsuitable.

3.5 Dress and Appearance Standard

CONTRACTOR shall provide a uniform to be worn by all Vehicle Operators when operating a vehicle and/or providing any service. The uniform shall convey a professional image. The selected uniform shall be of quality to those worn by AUTHORITY's Coach Operators, but shall not be identical in appearance. The proposed uniform, including those worn by subcontractors providing revenue service, shall be subject to AUTHORITY approval. It is CONTRACTOR's responsibility to see that Vehicle Operator uniforms remain in good repair and do not appear old or worn out. Uniforms that are not in good repair shall be replaced at CONTRACTOR's expense. AUTHORITY may require all Vehicle Operators to have new uniforms with the Start of Service date of the new contract.

CONTRACTOR shall provide employee and subcontractor Vehicle Operator grooming and appearance policies and standards. Any non-uniform articles, including hats, jackets, sweatshirts, patches, badges, or buttons shall not be worn without the consent from AUTHORITY.

SECTION 4: TRAINING AND SAFETY PROGRAMS

CONTRACTOR shall ensure that all personnel assigned, including any subcontractor personnel, remain trained to proficiency as appropriate to their duties. Training shall be provided in a manner that conforms with all federal, state and local laws and ensures that AUTHORITY's contractual and operational objectives are met. CONTRACTOR shall establish and document the proficiency of its employees and any subcontractor(s), including, without limitation, test and observation results, and training undertaken and be prepared to demonstrate to the reasonable satisfaction of AUTHORITY that such level of training has occurred and is maintained.

CONTRACTOR shall ensure that personnel and subcontractors complete initial training before providing any service and that personnel and subcontractors receive continuous training, that is non-punitive, as appropriate to their duties, responsibilities, and requirements. CONTRACTOR shall also provide a retraining program for incidents (as determined by AUTHORITY) of non-compliance to AUTHORITY's policies and procedures for drivers.

4.1 Vehicle Operator (Driver) Training

CONTRACTOR Driver Training shall be developed in a manner that ensures Vehicle Operators will provide safe and reliable service, maximizes customer service, and maximizes productivity. CONTRACTOR shall design all training programs in a manner that is delivered efficiently and conforms with all state and local laws and assures AUTHORITY's objectives and standards.

The training program shall include specific course content or subject matter, and the number of hours of training to be provided. Training shall include, but not be limited to, empathy, sensitivity, service animals, wheelchair familiarization and securement practices, OC ACCESS policies and procedures, and ADA regulations. Below is a list of other recommended training topics:

- Classroom defensive driving
- "Behind-the-wheel" defensive driving

- Vehicle and equipment familiarization
- MDT usage
- Collision and incident reporting
- Harassment
- Drug & Alcohol Awareness Training (include a list of Federal requirements)
- Safe handling of blood-borne pathogens

4.2 Call Center (Phone Representative) Training

CONTRACTOR Call Center Training shall be developed in a manner that ensures phone representatives will provide courteous and consistent service, and maximize productivity. CONTRACTOR shall design all training programs in a manner that is delivered efficiently and conforms with all state and local laws and assures AUTHORITY's objectives and standards.

The training program must include specific course content or subject matter, and the number of hours of training to be provided. Training shall include, but not be limited to, Trapeze scheduling and editing, proper telephone etiquette, sensitivity training, OC ACCESS policies and procedures, and ADA regulations.

4.3 Dispatch and Scheduling Training

CONTRACTOR Dispatch and Scheduling Training shall be developed in a manner that ensures dispatchers and schedulers are equipped to provide efficient, courteous and reliable service, and maximize productivity. CONTRACTOR shall design all training programs in a manner that is delivered efficiently and conforms with all state and local laws and assures AUTHORITY's objectives and standards.

The training program must include specific course content or subject matter, and the number of hours of training to be provided. Training shall include, but not be limited to, routing efficiency, dispatch systems, OC ACCESS policies and procedures, and ADA regulations.

4.4 Training Program Support and Reporting

CONTRACTOR shall maintain a record of all initial training, continuous training, and retraining completed by all CONTRACTOR employees, and any subcontractor(s) personnel, under this Contract. CONTRACTOR shall provide a copy of these records upon request of AUTHORITY or other compliance agencies (i.e. California Highway Patrol).

AUTHORITY reserves the right to require the revision of CONTRACTOR's training program(s) to comply with Federal, State, local laws, AUTHORITY policies and procedures, and ADA regulations. Training records are subject to random inspection and review by AUTHORITY. Failure of a CONTRACTOR employee, or any subcontractor personnel, to be trained and remain trained to proficiency may result in the removal from service and denial of payment for service provided. This includes having any necessary credentials, such as a valid driver's license or a medical certificate, when applicable.

CONTRACTOR shall notify AUTHORITY of an employee, or any subcontractor(s) staff, completing their initial training before performing any service. Additionally, CONTRACTOR shall notify AUTHORITY of any updates to credentials as they occur, including those of any subcontractor staff. CONTRACTOR shall maintain a list of all staff, including subcontractor(s), performing service and shall be updated and provided to AUTHORITY monthly. The list shall include, at a minimum, the following:

- Name
- Badge number
- Hire Date
- Date of CONTRACTOR certification
- First day of performing a safety-sensitive function (when applicable)
- California driver's license number and expiration date
- Medical certificate expiration date
- Pull notice record date (when applicable)

4.5 Safety Programs

CONTRACTOR shall develop and implement a Safety Management System (SMS) plan that meets the guidelines of the FTA.

CONTRACTOR shall be required to establish a written Exposure Control Plan designed to eliminate or minimize employee exposure to Blood Borne pathogens and/or Bodily Fluids. CONTRACTOR shall provide any employee and any subcontractor(s) personnel that may come in contact with Blood Borne Pathogens or Bodily Fluids with appropriate training before starting their jobs.

CONTRACTOR shall maintain an incentive and safety program to support AUTHORITY's goal of providing safe and reliable service, maximizes customer service and productivity, and meets or exceeds AUTHORITY's objectives and standards. AUTHORITY supports the use of a safe driving program that includes meetings, incentives, as well as participation in a Rodeo Competition. These programs shall be detailed in writing and implemented routinely.

CONTRACTOR shall develop, implement, and maintain, in full compliance with California Labor Code Section 6401.7(a), a formal Illness and Injury Prevention Plan including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR's insurance carrier or other organization. CONTRACTOR shall provide a copy of the safety program, including evidence of complying with SB 198, and any subsequent updates to AUTHORITY.

SECTION 5: SUBCONTRACTOR VEHICLE OPERATIONS

CONTRACTOR shall provide, either directly or through subcontract(s), all OC ACCESS vehicle operations. AUTHORITY firmly believes that successful delivery of the OC ACCESS service requires CONTRACTOR to have additional resources to draw upon during peak periods, off-hours, service problems, and staff shortages.

5.1 Subcontractor Vehicle Operations

CONTRACTOR shall be responsible for ensuring that subcontracted service is operated under the operating standards identified in the Agreement. The subcontracting commitments shall be detailed, specific and disclosed in the proposal if CONTRACTOR has firm commitment(s) for subcontracting. However, it is acceptable for CONTRACTOR to commit to subcontracting and to explicitly identify the specific subcontractor(s) after the Agreement has been awarded. In these cases, AUTHORITY will need to approve such commitments before a subcontractor provides any revenue service.

CONTRACTOR shall describe the mechanisms that shall be utilized to manage the subcontracting arrangement(s). Any subcontracted service will be scheduled by CONTRACTOR using Trapeze PASS scheduling software and then transmitted to the subcontractor. Subcontractor(s) will need to provide service data similar to that provided by CONTRACTOR using the Trapeze PASS scheduling software. Information should include, but not be limited, to the following service data:

- A list of completed trips;
- Actual pick-up time;
- Actual drop-off time;
- Report of trip miles from the point of pickup to the point of drop-off for each passenger trip based upon the path of travel;
- The actual number of passengers.

CONTRACTOR shall enter and reconcile this service data in the Trapeze PASS scheduling software. CONTRACTOR shall be responsible for arranging the delivery of all trips assigned to any subcontractor. The assignment of trips to a subcontractor shall be done to allow adequate time to perform the trip within the established service parameters.

At regular management meetings, AUTHORITY and CONTRACTOR staff shall review the effectiveness of the use of subcontractors, including growth in service demand, impacts on system productivity, impacts on dedicated vehicle fleet, impacts on service quality, and overall associated costs.

5.2 Subcontractor Training

CONTRACTOR shall ensure that all subcontractor personnel providing service shall be trained to proficiency as appropriate to their duties.

CONTRACTOR shall be responsible for ensuring that subcontractor(s) maintain accurate and detailed records of training provided to all personnel providing service. Each employee or contracted personnel shall be assigned a unique number for purposes of C3 comment tracking and/or incident investigations.

5.3 Subcontractor Vehicle Operator (Driver) Standards

All subcontractor personnel assigned to this project shall be knowledgeable about the OC ACCESS service and the ADA. All personnel must maintain a professional and courteous behavior toward all passengers and individuals encountered in the delivery of OC ACCESS service. Subcontractor vehicle operators shall:

- Have and maintain a current valid State of California Driver's License for the class of vehicle being operated. Be a licensed driver for a minimum of three (3) years, speak and understand English and be at least 21 years old. Maintain a good driving record.
- Comply with all applicable Federal, State and local laws, regulations and licensing requirements, including drug and alcohol testing.
- Comply with OC ACCESS service policies and procedures
- Get out of the vehicle and open and close the vehicle door when riders enter or exit the vehicle. Provide additional assistance to or from the main entrance of the place of origin to the vehicle and from the vehicle to the main door of the place of destination.
- Confirm that the correct passenger is on-board before departing a pick-up location.
- Collect and safeguard all passenger fares
- Ensure that accessible vehicles have a sufficient number of wheelchair securements and rider securements to safely secure riders who use a wheelchair. A sufficient number of wheelchair securements and rider securements are defined as the maximum wheelchair rider capacity for the individual vehicle. Wheelchair riders shall be secured in a forward-facing position using a 4-point securement system for the wheelchair and a lap belt and shoulder belt for the wheelchair rider. The driver shall not secure wheelchair passengers in a sideways facing orientation. Wheelchair securements and lap/shoulder belts shall be maintained in good condition, kept clean (so as not to soil the customer's clothes) and properly stored when not in use and cannot be left on the vehicle floor.

SECTION 6: EMERGENCY PREPAREDNESS

Following natural, technological or human-caused emergencies, local emergency management may request evacuation resources from AUTHORITY. AUTHORITY depends upon the resources available internally and from its service vendors to fulfill requested support to emergency response operations.

6.1 PREPARATION FOR EMERGENCIES

CONTRACTOR shall provide appropriate staff training to maximize the availability and capability to support operational continuity and respond to emergency service requests. Staff critical to support emergency services requests include but are not limited to drivers, call takers, dispatchers, and mechanics.

The following preparations are required to respond to a request for Emergency Resources:

- CONTRACTOR shall implement a training program for the Project Manager and his/her designee to be focused on emergency operations, including, but not limited to the Incident Command System (ICS) 100, 700, and any other ICS training deemed necessary. Training shall be completed within three (3) months of being assigned to either role. CONTRACTOR shall provide proof of completion of training to AUTHORITY when requested.
- CONTRACTOR shall maintain current call down information for the Project Manager and his/her designee which will include, but not be limited to, direct phone line and cell phone numbers, for use by AUTHORITY during business hours, after hours, and on weekends/holidays for alert notification and mobilization of resources.

6.2 EMERGENCY ASSISTANCE RESPONSE

In the event of a regional emergency requiring paratransit resources, AUTHORITY shall notify CONTRACTOR to coordinate response activities. The following procedures are required to respond to a request for emergency resources:

- Throughout the response to emergencies, CONTRACTOR shall advise AUTHORITY regarding resource availability and resource limitations.
- CONTRACTOR shall leverage all available resources to support service continuity while also responding to emergency service requests, up to and including ongoing 24-hour operations.
- CONTRACTOR resources used during emergency response shall remain under the control and authority of CONTRACTOR.
- CONTRACTOR shall provide a separate invoice(s) to AUTHORITY for emergency services based on a rate per vehicle hour. Such invoices shall be provided in formats as may be required for reimbursement by the Orange County Office of

Emergency Management, the California Emergency Management Agency, or the Federal Emergency Management Agency.

- All liability and responsibility for CONTRACTOR personnel and equipment shall remain under authority of CONTRACTOR.

SECTION 7: MONTHLY DATA COLLECTION AND REPORTING

CONTRACTOR shall develop and implement database tools, data collection procedures, and data reconciliation policies and processes to collect, record, maintain and validate all operating and performance data required to satisfy FTA, National Transit Database (NTD), and AUTHORITY requirements.

All OC ACCESS service trip data is to be contained and reconciled with the Trapeze PASS database. CONTRACTOR shall ensure that all data for trips operated by any subcontractor is entered and verified in the Trapeze PASS database. All OC ACCESS service run and trip data shall be generated from the Trapeze PASS database once CONTRACTOR has completed the month's reconciliation.

All reporting requirements specified herein shall be applied equally to CONTRACTOR and any subcontractor. CONTRACTOR shall ensure that all OC ACCESS reporting requirements are included in contracts for any subcontractor and that these requirements are complied with.

AUTHORITY and CONTRACTOR shall prepare and submit daily and monthly operating reports as indicated below. Monthly operating reports are to be submitted to AUTHORITY, with the monthly service invoice(s) on or before the tenth (10th) business day of the following month before 5:00pm pacific time.

7.1 Daily Dispatch Log

CONTRACTOR shall create and maintain a Dispatch Log for each day that records the basic services provided on that day and, particularly any accidents, incidents, vehicle breakdowns and other unforeseen events that occur and any action taken. Daily Dispatch Logs shall also be provided to AUTHORITY at the close of each calendar month as part of the Monthly Report.

7.2 Monthly Call Center Operating Data

Skype for Business 2019 and Genesys provides Call Center Automatic Call Distribution (ACD) application-based call routing to multiple skillsets (queues) and agent assignment. This system provides the supervisor and agent identification (ID) profiles/skillset assignments, as well as real-time and historical reporting including: calls accepted, calls answered, calls abandoned, calls transferred, average wait time for answered calls, average wait time for abandoned calls, maximum wait time for answered calls, maximum wait time for abandoned calls, average call length, and the average number of agents on duty.

Regular call system reports shall be made available to CONTRACTOR. CONTRACTOR is responsible for running these reports and providing them to AUTHORITY. AUTHORITY may request additional telecommunication and call center performance indicators as necessary.

7.3 Monthly Accident and Incident Summary

CONTRACTOR shall prepare a monthly summary of all accidents and incidents that occurred during the month. CONTRACTOR shall ensure that all accidents and incidents, including those involving a subcontractor, along with any required supporting documentation, are reported to AUTHORITY within the required timeframe.

This log shall include, at a minimum, the following information:

- Date of Accident/Incident
- Time of Accident/Incident
- Day of Week of Accident/Incident
- Route #
- Vehicle Number
- Operator Name
- Operator Badge Number
- Hire Date
- Name of Road Supervisor Who Reported to the Scene
- Badge of Road Supervisor Who Reported to the Scene
- Whether the Accident/Incident was Preventable
- Passenger Injuries
- Whether the Operator was Drug Tested
- Whether any passenger involved has a special identification (i.e. Regional Center of Orange County (RCOC) consumer)

7.4 Monthly Run Level Detail Report and Service Summary

CONTRACTOR shall prepare a Run Level Detail Report to document, by run (i.e. route), the service date, run number (i.e. route number), employee ID number, employee first name, employee last name, vehicle number, driver name, pull out time, pull out odometer, first pick up arrival time, first pick up odometer reading, lunch start time, lunch end time, last drop off depart time, last drop off odometer, pull in time, pull in odometer, trip count, passenger count, fare collected, total hours, total miles, revenue vehicle hours, and revenue vehicle miles.

All activity shall be entered into and tracked using the Trapeze PASS scheduling software. It is expected that this reporting will be pulled from the Trapeze PASS database after all data for the month has been completely reconciled and entered into the Trapeze database. CONTRACTOR shall be responsible for pulling the data and reporting it to AUTHORITY for its review and validation against AUTHORITY reports. CONTRACTOR shall be responsible for collecting and entering data that is not automatically entered into the system by MDT into the Trapeze PASS database and shall be responsible for the integrity of the data. Examples of data not collected through MDT might include runs operated on voice, trips completed by a subcontractor, to correct data issues, or when it may otherwise be deemed necessary to ensure the integrity of the data. This information shall be entered into the system throughout the day as it occurs or at the end of the day from a driver manifest or service CONTRACTOR report.

Once validated by AUTHORITY, a monthly summary report is to be submitted. Upon request, AUTHORITY may provide a reporting template that CONTRACTOR may use for this report.

7.5 Monthly Performance Report

CONTRACTOR shall prepare the monthly performance report to document system pick-up on-time performance, arrival on-time performance, excessively late trips for schedule pick-up trips, excessively early trips for scheduled arrival trips and missed trips after all data for the month has been completely reconciled and entered into the Trapeze database.

7.6 Fare and Fare Coupon Reporting

CONTRACTOR shall establish appropriate cash handling procedures, approved by AUTHORITY, to ensure that all cash and coupon fares are properly accounted for, including that of any subcontractor. CONTRACTOR shall develop, document, and maintain reconciliation procedures that are designed to prevent and minimize the potential of error, fraud or abuse.

Cash fares collected shall be recorded in the Trapeze PASS database and deducted from CONTRACTOR’s monthly invoice. Coupon fares collected are to be bundled by day, by denomination into stacks of one hundred (100). Upon request, AUTHORITY shall verify coupons for selected dates. CONTRACTOR shall provide:

- Daily coupon count sheet identifying the number and value of each coupon denomination. This count sheet is to be included with each day’s coupons.
- Monthly coupon summary report summarizing the daily coupon count. Upon request, AUTHORITY may provide a reporting template that the CONTRACTOR may use for this report.

7.7 National Transit Database (NTD) Reporting

The FTA requires public transit operators to annually report specified operating, performance and vehicle data as a condition of federal funding. CONTRACTOR shall assist AUTHORITY in the collection and development of the required NTD reports, including the Paratransit Survey (PS) trip sheets and other NTD forms. CONTRACTOR shall be responsible for ensuring the satisfaction of these reporting requirements for services operated by any subcontractor.

7.7.1 Service Data and Passenger Miles

AUTHORITY will provide one hundred percent (100%) reporting of service data, passenger miles and other data using CONTRACTOR-maintained trip information contained in the Trapeze PASS scheduling software. CONTRACTOR shall assure the integrity of the reporting data by running data integrity checks against the database and correcting any issues, errors or missing data fields. Based on the data, reported at one hundred percent (100%), AUTHORITY will generate all required NTD reporting directly from the database each month.

7.7.2 Employee Data

CONTRACTOR shall provide a monthly summary (count) of employees and any subcontractor employees or independent contractors, by position and status (full-time/part-time).

7.7.3 Vehicle Inventory and Fuel Consumption Data

CONTRACTOR shall provide at AUTHORITY's fiscal year-end (June 30th) a vehicle inventory count and total fuel consumed data, including that of any subcontractor. Vehicle inventory count should list each vehicle providing revenue service for this agreement along with, but not limited to, the following:

- Year
- Make
- Model
- Fuel Type (as outlined in FTA manual section A-30)
- Vehicle Length (if larger than a standard-size van such as a cutaway or shuttle bus)
- Seating Capacity
- Standing Capacity (if larger than a standard-size van such as a cutaway or shuttle bus)
- ADA Accessibility (stated as Yes or No as to whether or not the vehicle has a wheelchair ramp and/or lift)
- Ownership (whether the vehicle is Owned Outright by CONTRACTOR and/or its Subcontractor)

CONTRACTOR utilizing AUTHORITY's vehicles shall not need to submit this data as AUTHORITY's Maintenance Department will supply the necessary reports. This information is only required for vehicles not owned or leased by AUTHORITY. In addition, non-revenue vehicles supporting the operations of this agreement, such as road supervisor vehicles, road trucks, forklifts, etc., are not required to be listed or reported unless the vehicle is used in revenue service to transport an OC ACCESS rider.

7.7.4 Maintenance Performance

CONTRACTOR shall report the number of “major” mechanical system failures and “other” mechanical system failures monthly, as outlined in FTA manual section R-20.

7.8 Monthly Customer Comment Reporting

CONTRACTOR shall respond to all rider comments, using AUTHORITY provided C3 application, or future application, within the timeframe described in Section 2.4 of SOW. AUTHORITY will generate a Monthly Comment Summary Report indicating the number of valid comments, comments that have been considered “not valid,” and compliments for the month. The summary report shall also include documentation of the month’s valid comments against the established comment standard. Utilizing the existing system, CONTRACTOR shall be provided comments and complaints as released by AUTHORITY’s Customer Information Center contractor daily.

7.9 American Bus Benchmarking Group (ABBG) Reporting

AUTHORITY is an active member of the American Bus Benchmarking Group (ABBG). The ABBG is a consortium of mid-sized bus agencies in North America that was established in 2011 to benchmark performance and share experiences and best practices.

The objectives of the ABBG are:

- To develop a concise, well-balanced and comparable Key Performance Indicator system for performance measurement for use by American bus agencies that will: determine strengths and weaknesses, prioritize areas for improvement and support dialogue with stakeholders (e.g. senior management, board, government).
- To provide benefits to all members by understanding the reasons for performance levels and trends and by identifying best practices.
- To facilitate the sharing of knowledge and best or otherwise interesting practices in a confidential environment.
- To establish an ongoing benchmarking process that considers the financial and labor resources available to participating mid-sized agencies.

CONTRACTOR shall submit insurance claims data (ATTACHMENT 7) and staff summary details (ATTACHMENT 8) as required.

SECTION 8: VEHICLE MAINTENANCE

CONTRACTOR shall establish and maintain a comprehensive program to perform maintenance on all AUTHORITY-owned vehicles assigned to this contract and a thorough maintenance oversight program for all subcontracted vehicles used for revenue service.

8.1 Project Staffing – Maintenance

CONTRACTOR shall be responsible for determining the direct staffing positions, levels and salaries required to deliver the maintenance services as described herein. CONTRACTOR shall ensure that sufficient staff is hired, trained, and retrained to meet the service requirements outlined in this SOW. Failure to provide suitable personnel consistent with AUTHORITY's contractual obligations as set forth herein shall be deemed a material breach of contract and may subject CONTRACTOR to immediate termination at AUTHORITY's option.

All staff shall be provided with initial training and regular non-punitive continuous training appropriate to their duties, responsibilities, and requirements. The following project staff positions are recommended by AUTHORITY to ensure the efficient operation of the OC ACCESS service. CONTRACTOR shall determine and justify the staffing to be provided and shall ensure that all personnel adheres to the standards of conduct established by CONTRACTOR and AUTHORITY.

CONTRACTOR shall provide a monthly written update of current maintenance staff by employee number and classification, which shall specifically identify all new or terminated employees and their positions.

8.1.1 Maintenance Manager

CONTRACTOR shall assign a full-time Maintenance Manager dedicated to this project to ensure that AUTHORITY's maintenance standards are maintained and achieved.

8.1.2 Maintenance Supervisors

Maintenance Supervisors shall staff each shift and have, at a minimum, knowledge and certification levels to that of the highest-level mechanic. Maintenance Supervisors shall be fully trained in all aspects of the vehicle maintenance program and procedures. Complete knowledge of the methods, practices, materials, and tools of the transit mechanic industry with particular emphasis in the area of gasoline-powered passenger buses is required.

Maintenance Supervisors shall coordinate, monitor, and inspect all work performed for accuracy, quality, and completeness. Maintenance Supervisors shall ensure all work is properly recorded on work orders and that all work orders contain the required information and completely describe the reported problem, troubleshooting actions taken, corrections, and all parts used. Maintenance Supervisors shall continuously monitor shop and shop activities to ensure employee safety and performance. Maintenance Supervisors shall also be required to conduct quality control audits.

8.1.3 Mechanics

CONTRACTOR shall provide and maintain, throughout the contract term, a sufficient number of properly qualified mechanics, having the necessary skills, training, and experience to maintain assigned revenue vehicles operated. The number, qualifications, experience, and skill level category of the personnel provided shall, at a minimum, be in accordance with the approved staffing and the requirements of this contract. Experienced vehicle mechanics shall be available during all hours of service to respond to any in-service failures of a revenue vehicle or equipment problems that arise in the yard during the pre-trip and post-trip vehicle inspections. Maintenance employees shall have reflective indicators on their uniform and samples shall be submitted to AUTHORITY for approval. American National Standards Institute (ANSI)-approved Personal Protective Equipment (PPE) shall include steel toe shoes, bump caps and safety glasses shall be worn while working at AUTHORITY's maintenance facility. The mechanics assigned to work shall meet the requirements for vehicle maintenance as outlined below:

- Shall possess the requisite ability to maintain, diagnose and repair gasoline engines, braking systems, suspension and steering systems, electrical systems, heating, ventilation, and air conditioning (HVAC) systems, wheelchair lifts, fuel systems, fire suppression systems
- Shall possess the ability to complete, reliable and safe preventive maintenance inspections
- Shall be able to independently diagnose and repair defects on systems as necessary
- Shall be able to use automotive test equipment and specialized tools effectively
- Shall be able to obtain precision measurements as required
- Shall be able to diagnose and perform repairs on systems related to automotive, light-duty trucks, paratransit vehicles
- Shall be able to diagnose, repair, and maintain vehicle powertrains, including but not limited to engines, transmissions, driveshaft, differentials, brake retarders, and related sub-components
- Shall be able to diagnose, repair, and maintain vehicle brake systems, suspensions/steering, electrical/electronic systems, and related sub-components
- Shall be able to diagnose, repair, and maintain electrical systems
- Shall be able to diagnose, repair, and maintain air conditioning/heating/ventilation systems and be certified to perform repairs and handle refrigerant incidental to repairs
- Shall be able to adjust, repair, or replace damaged body parts and window glass
- Shall be able to read and understand parts and repair manuals, and electrical/vacuum schematics; complete the necessary paperwork associated with the job

8.1.3.1 Mechanic Training Requirements

Documented training for all maintenance personnel shall include technical training, third party vendor-provided training, maintenance safety training, and security and emergency preparedness training. Training programs must contain, at a minimum, the following components:

- Gasoline engines
- Electrical/electronic systems
- Drivetrains
- Hydraulic brake systems
- Brake inspection certification training
- Electromagnetic braking systems (brake retarder)
- Wheelchair lift manufacturers training
- Air conditioning and refrigerant handling
- Fire suppression system
- OSHA & USDOT compliance, health, and safety training
- HAZWOPER (hazardous waste) handling and operations training
- Lockout/tag-out training
- Fall protection training
- Shop safety and related activity
- Respiratory protection program training
- Forklift or loading equipment
- Shop equipment, tools, and machinery

Training for new systems shall be provided for each mechanic and supervisor who will be responsible for the inspection, maintenance, or repair of the new system or vehicle.

All new vehicle maintenance employees shall be required to have initial training within the first 30 days of employment to ensure their safety and the safe operation of the service. Initial training will include all areas listed above. CONTRACTOR shall ensure that all appropriate maintenance personnel receives training from a qualified individual(s) on Original Equipment Manufacturer (OEM) warranty procedures for all revenue vehicles and all systems, components, and subcomponents.

CONTRACTOR shall provide a plan to AUTHORITY for approval that outlines a process to obtain ASE certifications for each vehicle maintenance technician identified in the staffing plan. The plan shall identify timelines and required classes for each certification level. The expectation is that each employee shall reach their minimum certification requirements within three (3) years of employment.

8.1.3.2 Required Qualifications

Mechanics shall:

- Possess a valid Class B, Commercial California Driver's License. It is CONTRACTOR's responsibility to ensure all technicians test-driving buses for diagnostic purposes and responding to road calls have a current Class B driver's license with proper endorsements
- Possess a current Medical Examiner's Certificate
- Be in good standing with DMV
- Have a current Brake Inspector qualification form on file
- All mechanics repairing or servicing motor vehicle air-conditioning (MVAC) systems shall be properly trained and certified by programs authorized by the Environmental Protection Agency (EPA)
- Be air conditioning certified (if CONTRACTOR shall be performing A/C recovery work – if not, specify the subcontractor assigned to the project)

8.1.4 Service Workers

CONTRACTOR shall assign an adequate number of service workers to fuel, clean, and provide fare collection for vehicles operated. The service workers assigned shall meet the requirements for vehicle servicing as outlined below:

- Ability to accurately inspect vehicle fluid levels and add fluids as needed
- Knowledge of vehicle fueling procedures, vehicle cleaning/detailing, and farebox collection programs
- Operate vehicles to facilitate a weekly safety brake (pit) inspection procedure
- Maintain up to date, accurate records of vehicle fueling and vehicle cleanliness requirements

8.1.5 Part Room Supervisor

Part Room Supervisor is responsible for supervising the part room operation, maintaining the security of the part room, managing and assisting part room clerks, maintaining an adequate stock of parts for the servicing and repair of AUTHORITY vehicles.

Part Room Supervisor shall monitor the inventory levels in the part room and ensure the part room ordering, stocking, shipping and receiving responsibilities are carried out in a timely and efficient manner. Part Room Supervisor shall also ensure proper minimum/maximum levels are maintained for inventory and coordinate with fleet maintenance supervisors for the purchase of the required parts and supplies.

Part Room Supervisor shall be trained in the safety/hazards in the part room and the material handling requirements from OEM's, AUTHORITY, OSHA and FTA. Part Room Supervisor shall have and maintain a forklift license.

8.2 Vehicle Fleet and Vehicle Maintenance Program

8.2.1 Revenue Vehicles

AUTHORITY shall provide 246 vehicles to CONTRACTOR for the operation of the OC ACCESS service. Currently, the fleet consists of approximately 246 Paratransit Class B vehicles. Passenger seating capacity and wheelchair stations vary depending on vehicle floor plans. Each vehicle shall be equipped by AUTHORITY with a farebox, mobile radio programmed to AUTHORITY's radio frequency and MDT, as well as an onboard video surveillance systems.

FY 20-21:

VEHICLE	TYPE	CHASSIS	SERIES	TOTAL
ElDorado	Aerotech 220	Ford E-450	6900	19
Glaval	Universal	Ford E-450	8500	97
StarTrans	Senator II	Ford E-450	8600/8700	130

The fleet makeup and size may be adjusted throughout the term of the Agreement as AUTHORITY explores additional vehicle alternatives designed to reduce cost and maintain or increase productivity. CONTRACTOR shall immediately advise and provide AUTHORITY written notice of any change in fleet makeup that materially increases the cost of maintenance under this Agreement.

Replacement vehicles may be subject to acceptance during the term of this Agreement. To facilitate the transition of new, safe, and reliable vehicles into service, CONTRACTOR shall assist AUTHORITY by providing acceptance inspections, decal installations, and warranty activations. This process shall be executed with the least disruption to vehicle operations while providing equipment for service.

If required, CONTRACTOR shall responsible for the processing and decommissioning of vehicles being retired from revenue service. This can include, but not be limited to, the removal of decals, communications equipment, and final inspections. Any requested vehicle painting beyond the repair of body damage caused by CONTRACTOR shall be negotiated with AUTHORITY.

CONTRACTOR and AUTHORITY shall jointly inspect all vehicles, including any on-board technology and equipment to be maintained by CONTRACTOR before the beginning of the services to ensure all of the vehicles are in good operating condition and repair and accordance with CONTRACTOR's vehicle acceptance standards. The initial inspection shall be completed within thirty (30) calendar days of AUTHORITY issuing the Notice to Proceed (NTP) and a final inspection to validate the completion of repairs shall occur thirty (30) calendar days before CONTRACTOR assumes revenue operations.

CONTRACTOR shall, at all times after acceptance of the vehicles and during the term of the Agreement, comply with the standards outlined in AUTHORITY's vehicle maintenance program and CONTRACTOR's approved fleet maintenance program. CONTRACTOR shall maintain all components of each revenue vehicle including body, engines, transmissions, chassis, electrical, hydraulic, or other operating systems, in proper working condition in a manner compliant with OEM, AUTHORITY, and regulatory requirements. CONTRACTOR shall be responsible for the repair of all vehicles that are damaged. The repair shall be made in compliance with AUTHORITY, OEM and regulatory requirements and/or standards.

8.2.2 Non-Revenue Vehicles

CONTRACTOR shall provide an adequate number of non-revenue vehicles to perform operator shift changes and/or reliefs for OC ACCESS service. Revenue vehicles shall not be used for Vehicle Operator relief or other support purposes. Non-revenue vehicles will also include those required for maintenance support and any other support deemed necessary by CONTRACTOR.

CONTRACTOR shall specify all non-revenue vehicles to be used for this service.

8.2.3 Training Vehicles

AUTHORITY shall provide three (3) training vehicles to support the driver training program. Vehicles are provided for training purposes only and shall not be used for revenue service. All maintenance, repairs, fuel, and tires shall be the responsibility of CONTRACTOR.

VEHICLE	TYPE	CHASSIS	SERIES	TOTAL
ElDorado	Aerotech 220	Ford E-450	6800	3

8.2.4 Donation Vehicles

When requested, CONTRACTOR shall refurbish vehicles assigned to the Senior Mobility Program, to include the removal of AUTHORITY's standard graphic package, California plate numbers, and advertisements. CONTRACTOR shall ensure all exterior surfaces are properly cleaned and primed as required, based on paint used. The exterior repaint shall include primer and finish coats using Imron 5000, Ford fleet white paint or approved equal. Exterior paint shall be warranted from defects for the intended vehicles for a minimum of three (3) years beginning on the date of acceptance by AUTHORITY. AUTHORITY shall be responsible for the cost of all materials and labor. These costs shall be deemed pass-through costs with no overhead and profit markup.

8.3 CONTRACTOR Maintenance Program

CONTRACTOR shall have the responsibility to establish and maintain a comprehensive program to perform maintenance on all revenue vehicles to be used for contracted services.

All maintenance and repairs of vehicles shall be in accordance with AUTHORITY specified standards, whether performed by CONTRACTOR or authorized subcontractors. Maintenance of AUTHORITY's fleet shall be done at a time that shall ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; however, it is only to ensure that the maximum number of vehicles shall be available for service during the service day.

AUTHORITY may inspect, announced or unannounced, the vehicles at any time either at AUTHORITY base or while a vehicle is in service.

CONTRACTOR shall maintain AUTHORITY vehicles in such a way as to, at all times, protect AUTHORITY's investment. CONTRACTOR's response shall be within the required timeframe to ensure that repairs are done at the point where they shall require the least expenditure.

Examples of this are:

- Repairing an engine miss promptly to avoid a dropped valve or severely scored cylinder wall
- Routine oil sampling of engines to avoid catastrophic failures
- Identifying and responding to trends which affect vehicle reliability
- Repairing body damage or graffiti, which affects vehicle appearance

In addition to CONTRACTOR's maintenance efforts, AUTHORITY shall periodically conduct oil sampling/analysis as a quality assurance measure.

Within its maintenance program, CONTRACTOR shall include a section addressing shop health and safety that ensures, promotes, and maintains a healthy shop environment and indicates a heightened focus on organization efficiency and positive safety culture. At a minimum, CONTRACTOR's maintenance program shall require safety and information boards that highlight safety topics, PPE requirements, service bulletins, new procedures, training updates, goals, performance, trends and incident reports. CONTRACTOR's maintenance program shall also address housekeeping requirements throughout the shop and CONTRACTOR's responsibility to keep the shop and work area in a well-organized, safe and clean condition.

CONTRACTOR's maintenance program shall address OSHA, EPA, CARB, federal, state, and local requirements for hazmat storage and removal, and stormwater runoff.

8.3.1 Preventive Maintenance

Preventive maintenance on AUTHORITY-owned vehicles shall be performed to reduce unscheduled maintenance time and road failures through comprehensive, scheduled, preventive maintenance, which encompasses inspections, repairs, oil analysis, oil, and filter changes and engine and transmission performance analysis. The primary goals of the maintenance program are as follows:

- Maintain vehicles in safe operating condition
- Ensure each vehicle is operating at peak efficiency
- Maximize vehicle life
- Minimize vehicle service failures (road calls)
- Minimize loss of accessibility due to equipment failure
- Meet or exceed manufacturers' maintenance requirements
- Maintain vehicle exterior and interior appearance
- Maintain a system of permanent vehicle maintenance records
- Adhere to a strict preventive maintenance schedules
- Administer equipment warranty recovery programs

The Maintenance Manager or his/her designee shall effectively manage and maintain the vehicle maintenance program. The vehicle maintenance program shall be subject to constant review and improvements. The maintenance program and procedures shall be updated as the mix of rolling stock and equipment changes.

The Maintenance Manager shall assign sufficient staffing levels to meet the requirements of the maintenance program. The preventive maintenance inspections shall be thorough, noting all discrepancies on inspection forms. Supervisors shall open work orders for these discrepancies and assign them to technicians for repair as necessary. Quality control checks shall be conducted by CONTRACTOR as indicated under the quality assurance section.

CONTRACTOR shall be responsible for all costs of preventive and regular maintenance to AUTHORITY vehicles except for tires for AUTHORITY revenue vehicles. CONTRACTOR's responsibility includes, but is not limited to:

- Body and glass damage due to accident
- Any damage due to vandalism including graffiti, body and glass damage
- Excessive wear and tear on vehicle (due to CONTRACTOR error/negligence)
- Rim and tire damaged from misuse, abuse, damaged or worn due to poor alignment will be the responsibility of CONTRACTOR
- Any damage due to improper, lack of or delayed preventive maintenance
- Lost articles and replacements such as fire extinguisher, wheelchair restraints, lap belts, hydraulic pump handle, and lift covers. These shall be part of the vehicle's operating costs and will be supplied by CONTRACTOR
- Interior damage
- Any damage due to a driver or CONTRACTOR negligence
- Wheelchair lift damage due to negligence
- Fluids additives, oil, lubricants, refrigerants, and software (nuts, bolts, springs, bulbs, etc.)
- Vehicle transition expenses

AUTHORITY shall be responsible for the labor, parts and material costs of repairing or replacing “Major Mechanical Components,” unless such repair or replacement is due solely to the negligence of CONTRACTOR staff. “Major Mechanical Components” shall be defined as the complete engine, transmission, and differential on AUTHORITY-provided vehicles. Repair or replacement of major mechanical components shall be initiated by CONTRACTOR staff only on the written approval of AUTHORITY’s Maintenance Administrator or his/her designee.

On all major mechanical component replacement with core charges, the cores shall remain the property of AUTHORITY and shall be returned or exchanged upon removal. The responsible person for CONTRACTOR’s maintenance program shall review and verify all work performed and labor utilized, and will make sure that all information needed including, but not limited to, serial numbers for major components has been entered onto the work order. CONTRACTOR shall ensure that all work orders are readily available for review by AUTHORITY’s Maintenance Administrator.

A Preventive Maintenance Inspection (PMI) shall be performed on each AUTHORITY vehicle at 5,000-mile intervals. PMI shall not occur beyond + 10% from AUTHORITY or OEM required interval. Maintenance activity shall be based on time intervals, mileage intervals, or engine hours. CONTRACTOR shall track and record these inspections. The maintenance schedule is designed to protect against major repairs resulting from neglect or inadequate maintenance and to prolong the service life of our vehicles. It is recommended that CONTRACTOR establish a window of 500 miles before the 5,000-mile limit to ensure the interval is not exceeded. AUTHORITY vehicles are classified as heavy commercial use vehicles, which means they are subject to extensive idling, low speed driving and/or carrying heavy loads. Based on this classification the manufacture requires engine oil and filter changes every 5,000 miles, six (6) months or 200 hours of operation (whichever occurs first). To achieve proper engine performance and durability, CONTRACTOR shall adhere to the manufacturer’s maintenance lubrication standards to ensure only engine lubricating oils of proper quality and viscosity be used

Per the contractual performance standards, AUTHORITY vehicle shall not be placed in service if it has traveled more than 5,500 miles or 220 hours since the last PMI. If a vehicle is out of compliance or has not met AUTHORITY’s preventive maintenance standards, it shall be red-tagged and removed from service. Failure to comply with these standards may result in nonpayment of service operated by that vehicle from the time the last inspection was due. CONTRACTOR shall be subject to additional specified penalties.

8.3.2 Maintenance Repair Procedures

CONTRACTOR shall perform all the necessary and required maintenance and repair work to AUTHORITY-owned vehicles as recommended by the manufacturer. The preventive maintenance program shall consist of several schedules for various types of maintenance services. These schedules are coordinated with one another to cause those vehicle components, which shall be inspected and/or serviced most often to receive service on the most frequent schedule, while those that need be serviced less often are scheduled according to that need.

CONTRACTOR shall ensure that all vehicles subject to their control and all required accessories on the vehicles are regularly and systematically inspected, maintained, and lubricated to ensure they are in safe and proper operating condition. CONTRACTOR shall have a means of indicating the types of inspections, maintenance, and lubrication operations to be performed on each vehicle and the date and mileage when these operations are due.

All vehicles shall require progressive preventive maintenance inspections designed so that the intervals for each type of inspection are multiples of one another. There shall be a series of at least four (4) inspections; however, more levels of inspections may be required. Inspections shall be determined by vehicle mileage and/or engine operating hours and equipment type.

In addition to the basic preventive maintenance inspections, there are a series of supplemental inspections, based on the vehicle type that shall be included. Inspections shall be scheduled efficiently to minimize maintenance downtime and to ensure adequate revenue vehicle availability. Included below are the required supplemental inspections:

- Fire suppression system testing and inspection
- Heating, ventilation, and air conditioning (HVAC) inspection
- Wheelchair lift inspection
- Cooling system service
- Engine tune-up service

Engine performance shall be monitored through a comparison of fuel and oil mileage and performance checks. If fuel and oil mileage decline, action shall be taken to determine the cause and corrective action shall be taken.

Steam cleaning of the engine and undercarriage shall be performed at each scheduled preventive maintenance inspection. Precautions are necessary to protect all electrical components, openings, and wiring from the full force of the cleaning nozzle. Personal protective equipment shall be required to perform this task.

8.3.3 Vehicle Maintenance Software

CONTRACTOR shall provide fleet maintenance software capable of streamlining workflow, track and schedule preventive maintenance and repairs, create and monitor work orders, control inventory for spare parts, manage risk and warranties. Technical support and software updates shall be provided to the local management team for the term of the Agreement.

For monitoring purposes, AUTHORITY shall require basic administration access to CONTRACTOR's vehicle maintenance software. Levels of access shall be established during start-up and may include, but not limited to, preventive maintenance tracking, repair orders, and road call reports.

8.3.4 Oil Analysis

As part of its maintenance program, CONTRACTOR shall implement an approved fluid analysis program. At appropriate intervals, CONTRACTOR shall retrieve samples of the required fluids and have the samples analyzed at a facility approved by AUTHORITY. The Maintenance Manager or designee shall ensure that oil samples are pulled promptly. Engine, transmission and differential oil samples shall be taken at each inspection on all vehicles. Samples shall be taken from the components at normal operating temperatures. Shift Supervisors shall ensure that sample bottle labels include vehicle number and the date the sample was taken. Oil samples shall be turned into the parts room for shipment to the laboratory.

The Maintenance Manager or his designee promptly upon receipt shall review all reports. If corrective action is necessary, work orders shall be initiated to correct the defect. If critical oil sample reports are reported, immediate notification to AUTHORITY is required.

8.3.5 Brake Performance Testing

Brake performance testing shall be performed at each scheduled preventive maintenance inspection on all vehicles with hydraulic disc brake systems. The purpose of this required practice is to provide a uniform method and criteria for testing and verification of paratransit brake system performance. Deficiencies uncovered during brake system performance testing shall be corrected and documented in accordance with CONTRACTOR's maintenance policy and/or OEM recommendations.

CONTRACTOR shall develop and execute training programs that provide technicians with the knowledge and skills necessary to perform the tasks outlined in this recommended practice safely and effectively. A minimum of one (1) of the following tools are recommended for the in-service testing of transit bus brake systems:

- VIS-Check Performance-Based Brake Tester (AUTHORITY-provided)
- Vericom VC4000PC Electronic Deceleration Measuring Device
- Tapley (BM) Mechanical Deceleration Measuring Device

AUTHORITY will maintain the VIS-Check Performance-Based Brake Tester; however, CONTRACTOR shall provide a backup system in the event of equipment failure or maintenance downtime.

8.3.6 Fleet Inspections and Campaigns

AUTHORITY reserves the right in its sole discretion to review maintenance records, and to inspect and remove temporarily or permanently, by notice to CONTRACTOR, any vehicle which AUTHORITY deems unacceptable due to uncleanliness, appearance, mechanical failure, or safety concerns. Fleet inspections will be necessary to identify defects or safety-related items with vehicles and equipment to identifying common component failures and to establish a fleet defect rate. Inspection results shall be essential for warranty recovery efforts and to ensure vendors are maintaining our equipment properly to protect AUTHORITY's investments during warranty periods or internal campaigns.

To efficiently manage fleet vehicles and equipment cooperative campaigns shall be required for tracking federal safety recalls ensuring compliance, monitoring manufacturer's service bulletins, managing special projects, and managing state mandates and specifications.

AUTHORITY inspections reports shall be provided, and any deficiencies identified shall be repaired by CONTRACTOR within seven (7) days. If CONTRACTOR requires more time for the repair, a request for a time extension along with a documented justification shall be submitted to AUTHORITY with a specific time duration requested to correct the deficiency.

8.3.7 Brake Pit Safety Inspections

Brake and vehicle undercarriages shall be inspected weekly for any items that are potential safety-related defects or may result in possible road call failures. The weekly inspection shall include a complete visual and operational inspection of the steering, suspension and brake components and safety devices. The following guidelines are defined to assist mechanics during brake pit inspections:

- Minimum brake lining thickness
- The integrity of the braking system
- Cracked or distorted rotors or pad thickness
- Brake lines and hoses
- Engine
- Fluid leaks
- Mounts
- Exhaust system leaks
- Exhaust hangers
- Transmission
- Fluid leaks
- Driveshaft condition and phasing
- Universal joints
- Suspension
- Structural cracks
- Loose hardware
- Other abnormal conditions
- Tires
- Bald (min. 4/32” for front tires and min. 2/32” for rear tires)

- Sidewalls
- Flat
- Embedded objects

Brake pit inspection records shall be retained and available for review at any time. Work orders shall be initiated on any vehicle which has reached or exceeded the maximum wear limits on brake pad lining, or any repairs identified during the inspection process.

In addition to these scheduled inspections, service workers shall visually check all vehicles daily during servicing for body damage, flat tires, inoperative lights, loose or broken seats and oil, water, or air leaks. These discrepancies shall be noted on a defect report and turned in to the shift supervisor for repairs.

8.3.8 Quality Assurance

CONTRACTOR shall establish a quality assurance program to ensure that the vehicles are maintained and functioning properly before a vehicle is put into service. The quality assurance program shall implement a method of follow-up inspection and review of records to effectively measure the degree of success with the in-house quality control effort. This method may include planned and/or random observations of completed work or work in progress.

Progressive inspections shall be conducted on all brake repairs and steering system repairs resulting from Driver Vehicle Inspection Reports (DVIR). Progressive inspections will be conducted for the following reasons:

- To ensure that the repairs being performed is being done in the proper sequence throughout the procedure
- To ensure that the parts are being installed correctly
- To ensure that the parts used are correct and serviceable
- To ensure that the repairs are performed following the procedures outlined in the OEM technical manual
- To ensure the proper tools are used to complete repairs

Completed inspection forms, work orders, and DVIR’s shall be reviewed regularly by the Maintenance Manager to ensure compliance.

AUTHORITY reserves the right to conduct quality assurance reviews of CONTRACTOR’s maintenance practices. CONTRACTOR shall remedy any AUTHORITY quality assurance findings resulting from these reviews expeditiously and following AUTHORITY’s written corrective action correspondence.

8.4 Maintenance Data Collection and Reporting Requirements

CONTRACTOR shall utilize a shop work order form similar to that used by AUTHORITY to record the labor, parts, and materials required each time preventive maintenance and repairs are performed on an AUTHORITY vehicle. CONTRACTOR's shop work order form shall be approved by AUTHORITY. This information shall be used by CONTRACTOR to maintain and prepare required maintenance reports for submission to AUTHORITY and shall be retained in the permanent vehicle file for each assigned vehicle.

CONTRACTOR shall complete and keep records of the following reports:

- Daily Vehicle Inspection Report
- Work Order
- Road Call Report
- Tire Service Reports
- Daily Vehicle Hold Report and Activity List
- Daily Scheduled PMI Report
- Monthly Vehicle Detailing Report
- Daily Servicing Record
- Fuel Delivery Slips and Bill of Lading Loading Ticket
- ITMS Communication Equipment Repair Report
- Staffing Report

8.4.1 Daily Vehicle Inspection Report

Reports from the vehicle operators showing defects shall be a permanent part of the vehicle files. Reports from vehicle operators without defects shall be kept for a minimum of thirty (30) days.

8.4.2 Daily Vehicle Hold List

CONTRACTOR shall provide a daily vehicle hold list of all vehicles out-of-service. The report will document all scheduled work and work that is in-progress or waiting for labor and or parts. The daily vehicle hold list will document the estimated date each vehicle will be returned to service. This report shall identify the vehicle as being out-of-service, date defects were identified, date vehicle was placed out-of-service, date vehicle will be repaired and returned to service, a description of the defect(s), and total days vehicle has been out-of-service.

8.4.3 All Other Reports

At the end of each accounting period, CONTRACTOR shall summarize all maintenance activities performed during that period. All reports shall be ready no later than the third regular working day after the end of the period for AUTHORITY Maintenance Administrator's review.

Listed below are the monthly reports required:

- Vehicle Mileage Report

- Road Call Mileage Report
- Radio/MDT Communication Defect Report
- Major Component Replacement Invoice Summary
- Vehicle Detailing Report
- Fuel Report
- Refrigerant Usage Report
- Accident Report
- Paint Coating and Solvent Usage Report

These reports are not required to be a part of the vehicle files.

8.4.4 Monthly Vehicle Mileage Report

The monthly mileage report shall include all assigned vehicles regardless of service status. The report must include starting, ending, daily average and total mileage for each vehicle. The total mileage of all vehicles shall be included on the mileage-traveled portion of the report.

8.5 Vehicle Cleanliness, Aesthetics Requirements

To facilitate customer service and improve vehicle life, it is imperative vehicles remain clean and free from body damage, other than minor scratches, and graffiti. If vehicles are inspected by AUTHORITY staff and found not in compliance with vehicle cleanliness/aesthetic requirements, written notice shall be served to CONTRACTOR and CONTRACTOR shall take all necessary actions to correct said non-compliance.

8.5.1 Exterior Vehicle Cleaning Standards

The exterior of each vehicle shall be washed at least three (3) times weekly unless inclement weather dictates additional cleaning. Vehicle cleaning shall consist of, at a minimum:

- Driving the vehicle through AUTHORITY-provided bus wash system
- Clean inside of all windows, removing all dust, fingerprints, and handprints
- Remove all dust from seats, dashboards, wheel wells, rails, ledges, and stanchions
- Sweep all floor areas; mop all liquid spills
- Ensure the vehicle is free of all paper, gum, and debris
- Repair all damaged seats
- Daily removal/repair of graffiti
- Empty vehicle trash receptacle

8.5.2 Monthly Major Cleaning Standards

The interior of the vehicle shall receive a complete major cleaning, at minimum, every thirty (30) days, which shall be documented listing the vehicle number and date of major cleaning. Documentation shall be included in the monthly maintenance reporting package. The monthly major cleaning shall consist of all the items included in daily cleaning standards as well as:

- Driver's Area – Clean driver's area with soap and water, to include dash panel, side panels, and vinyl/plastic portion of seat and visors
- Passenger Area – Clean passengers' area with soap and water to include side panels ceiling, ventilation vents, roof, vents/hatches, vertical/horizontal railing, window frames and vinyl/plastic/metal portion of seats
- Seats – Clean all seats to include cushions and backs, by brushing, vacuuming and, if required, gum removal and/or local scrubbing of spots/stains
- Floors – Clean flooring areas with soap and water to include driver's area, passenger area, wheel housings, steps, and ramps/wheelchair lifts. All gum, spots, and stains shall be removed from the floor
- Interior glass – Clean all glass/acrylic and/or window protectors with glass cleaner, and replace graffiti window guards, as necessary
- Exterior glass – Clean all exterior glass/acrylic of water/mineral spotting
- Interior Light Fixtures – Inspect lights for cleanliness. Disassemble, clean and reassemble all overhead light fixtures, as needed
- General – In general, all areas of the vehicle interior shall be subject to the removal of debris, gum, and graffiti

Extreme care shall be taken and safeguards established to protect all electrical components and systems from water damage during the cleaning process. Under no circumstance will free-flowing water (water hoses), or power sprayers be allowed in the interior of the vehicle. CONTRACTOR shall use damp mops and rags only.

Detailed Cleaning and Pesticide Application Services

AUTHORITY's pest management program consists of licensed pesticide application and contractor-provided detail-cleaning services. The vehicle cleaning schedule is on a three (3) month cycle and shall maximize weekend cleaning and minimize weekday service disruptions. Each scheduled vehicle shall be inspected by CONTRACTOR within four (4) hours of completion. The inspection shall consist of a visual check to ensure the level of quality is within standards. Verification of work forms and invoices for services shall be given to AUTHORITY's maintenance administrator upon receipt.

8.6 Accident Repairs

Damaged vehicles due to accidents shall be promptly reported and repaired by CONTRACTOR. CONTRACTOR shall keep a daily accident repair log. In cases where major repairs (defined as damages requiring repairs valued more than $1,000.00) are to be performed, pre-approval is required by AUTHORITY Maintenance Administrator. All body and glass damages are the sole responsibility of CONTRACTOR and shall be repaired within thirty (30) days from the date of the accident or the date when the damage was first identified. If an extension of time is necessary, requests shall be submitted in writing to the designated AUTHORITY Maintenance Administrator who shall make the recommendations. Consistent with AUTHORITY's standards, vehicles with body damage other than minor scratches shall not be released into revenue service until repairs have been completed.

If accident damage repairs are not performed by CONTRACTOR for any reason within CONTRACTOR's control, it shall be the responsibility of CONTRACTOR to secure a reputable collision repair vendor or vendors. The movement of vehicles to and from the facilities shall also be the responsibility of CONTRACTOR.

CONTRACTOR shall supply, maintain and apply or remove, as required, all decals and signage specified by AUTHORITY, California Highway Patrol (CHP), and ADA, and any other applicable standards and/or regulations. CONTRACTOR shall also be responsible for the cost of replacing license plates and decals on revenue vehicles when necessary due to damage or wear and tear.

CONTRACTOR body technicians shall be fully skilled in automotive body repair and be knowledgeable of automotive parts, body materials, and electronics. The body technicians shall have the ability to follow instructions and diagrams in technical manuals and to make precise three-dimensional measurements of the position of one body section related to another. Master collision repair or refinish technicians or their equivalent are preferred.

CONTRACTOR shall establish and maintain a respiratory protection program to help reduce employee exposure to occupational air contaminants and oxygen deficiency. The established policy shall meet all requirements under the California Code of Regulations, Title 8, Section 5144.

8.7 Paint Booth

General spray coating operations shall be confined to properly designed, constructed and adequately ventilated spray booths, which meet all California Code of Regulation, Title 8, Section 5153 requirements. AUTHORITY shall provide and maintain an approved paint booth located at AUTHORITY's Irvine Sand Canyon facility for vehicle painting activities. CONTRACTOR shall comply with all AUTHORITY safety rules, regulations and California OSHA requirements. CONTRACTOR shall ensure all work areas and surfaces are kept clean, dry and orderly and shall store toxic materials properly and dispose of all paint preparation materials following all applicable laws and regulations. CONTRACTOR shall keep containers closed to prevent evaporation, spills or contamination and supplies and materials shall be secured in fireproof cabinets. All containers shall be properly labeled, including waste containers.

8.8 Fueling

The vehicles assigned for operation utilize gasoline fuel. AUTHORITY will supply fuel for revenue vehicles. CONTRACTOR shall be responsible for reporting any fueling related equipment problems that may occur during the fueling process. CONTRACTOR shall be responsible for any damage caused by employee negligence of any equipment related to the fueling procedures. CONTRACTOR is responsible for dispensing consumables in a safe manner and compliance with all applicable and governing regulations.

All vehicles are required to be fueled daily unless otherwise approved by AUTHORITY's Maintenance Administrator. A fuel handling policy shall be provided to effectively provide clear, concise directions to CONTRACTOR employees to provide them with a safe work environment when handling the different types of fuels. This applies to all employees involved in the receipt, storage, delivery, dispensing of fuel, or the de-fueling of vehicles.

CONTRACTOR shall be responsible for maintaining and monitoring product levels and for placing replenishment orders to ensure an adequate supply of fuel is available at all times for vehicle fueling purposes. Delivery paperwork shall include a completed and signed delivery slip and Bill of Lading. Fuel delivery documentation shall be given to AUTHORITY Maintenance Administrator upon receipt.

In the event of on-site vehicle fueling interruptions from equipment failures, gasoline supply issues, natural disasters or other emergencies, backup fueling shall be provided by AUTHORITY's emergency fueling contractor in the form of mobile fueling. Vehicles shall be fueled in their designated parking stalls and an on-site bar code system or equivalent system will be used for tracking fuel usage, accountability, and operational efficiency. Fuel delivery drivers shall check in with the maintenance, parts room or AUTHORITY's facility supervisor before dispensing fuel.

CONTRACTOR shall be responsible for the cost of any unaccounted or unauthorized fueling.

8.9 Fluid Management System

FleetWatch is AUTHORITY's web-based fuel management system used to track fuel, mileage, and lubricants for revenue vehicles. CONTRACTOR's access to this application shall be provided via Citrix. Installation, configuration, and troubleshooting of Citrix client software and functionality shall be the responsibility of AUTHORITY's IT Support Group. Vehicle mechanical work and programming shall be assigned to a certified journeyman mechanic with special training on automated fuel system diagnostics and repairs.

AUTHORITY-owned vehicles shall have the engine oil, transmission oil, coolant level, and power steering fluid level checked and replenished as needed at a minimum of two (2) times a week. The gathering of data is necessary to track trends, costs, prepare reports, and aid in maintaining a planned maintenance program. Reports shall be available indicating the date, vehicle, quantity, and type of consumable uses. Information on vehicles consuming excessive fuel or oil shall be relayed to CONTRACTOR's Maintenance Manager so that the vehicles can be scheduled for repair.

8.10 Vehicle Fire Suppression System

AUTHORITY-owned vehicles are equipped with fire suppression systems that provide continuous monitoring of vehicle hazard areas. It responds to fires caused by electrical wiring faults, gasoline, lubricants, and other flammable fluid leaks. If a fire is detected, the system will alert the driver with both audible and visual alarms. A time delay allows the driver the capability to bring the vehicle to a safe stop before activation of the fire extinguisher and engine shut down. The system can also be manually activated immediately by the driver and will automatically transmit activation over the ITMS radio system. Regular maintenance is required on the system and shall be performed by trained technicians. To perform the recommended maintenance, special test equipment is required and it is the responsibility of CONTRACTOR.

8.11 Red Tagged Vehicles

If, in the opinion of AUTHORITY, a vehicle does not meet AUTHORITY safety standards as outlined in this SOW, it may be “red-tagged.” A vehicle that has been “red-tagged” shall not go into service and/or shall be immediately removed from service. A “red-tagged” vehicle shall not be released for service until the problems associated with it have been rectified by CONTRACTOR and verified by AUTHORITY.

Vehicles that have been identified as unqualified to drive during AUTHORITY compliance inspections shall be put on hold and signage posted in the driver’s area identifying out-of-service conditions.

The following occurrences shall qualify a vehicle for “red-tagging:”

- Fire suppression system fault
- Inoperative onboard video surveillance systems
- Safety equipment missing (per vehicle code requirements)
- Wheelchair lift inoperative
- Wheelchair lift restraints missing or inoperative
- Tires flat, uneven wear, embedded objects or bald
- Loose or missing lug nuts
- Passenger door and transmission interlocks inoperative
- Headlights out
- Taillights out
- Turn signals out or inoperative
- Horn not working
- Windshield wipers not working
- Engine smoking excessively
- Abnormal engine noises
- Brake lining too thin
- Fluid leaks
- Air conditioning, heating, and ventilation systems inoperative

- Exhaust system leaking or damaged
- Steering with excessive play
- Vehicles with body damage
- Any noncompliance with Federal Motor Vehicle Safety Standards (FMVSS) and other governing agency safety, vehicle operation regulations

8.12 Quarterly Pull-Out Inspections

At the time of the quarterly pull-out inspections, AUTHORITY shall rate CONTRACTOR's performance based on the CHP Terminal Inspection requirements. If CONTRACTOR's maintenance performance is substandard, the CONTRACTOR shall submit, by the end of the next business day, a corrective action plan and the timeline for compliance. In the event a vehicle is removed by AUTHORITY as a result of deficient vehicle condition or appearance, CONTRACTOR shall take immediate action to address that condition or appearance. AUTHORITY inspections shall be documented, and any deficiencies identified shall be repaired by CONTRACTOR within five days. If CONTRACTOR requires more time for the repair, a request for a time extension along with a documented justification shall be submitted to AUTHORITY along with a specific time duration requested to correct the deficiency. If warranted due to performance or compliance with contract terms and conditions, additional inspections may be scheduled throughout the year.

8.13 Daily Vehicle Inspection Reports

Each operator shall inspect vehicles daily before pulling out of the yard following State requirements. If there are any defects, the vehicle operator must enter the defects on a DVIR as required by the California Vehicle Code. If there are no defects, the vehicle operator must sign and date the DVIR before leaving the yard. The DVIR shall remain with the vehicle for the day and shall be replaced daily. Vehicles with DVIR's showing defects shall be inspected and appropriate action was taken on items noted on the card before the vehicle returns to revenue service.

8.14 CHP Terminal Inspections

Every twelve (12) months, twenty percent of the fleet shall be randomly selected by the CHP for inspection as part of their annual safety compliance terminal inspection. CONTRACTOR shall be responsible for all repairs made in preparation for the inspection as well as those identified by the CHP inspection. CONTRACTOR shall ensure that vehicles used in the service of this Agreement meet all applicable State and Federal safety requirements. CONTRACTOR shall be responsible for the preparation of vehicle files, vehicle operator records, and logbooks that may be requested during the inspection. In the event CONTRACTOR's terminal inspection does not receive a satisfactory rating, AUTHORITY will impose penalties (ATTACHMENT 4). CONTRACTOR shall notify AUTHORITY's Maintenance Administrator of CHP-related business (i.e. vehicle operator complaints, inspections).

8.15 Parts and Materials

CONTRACTOR shall ensure that all mechanical parts and material meet or exceed OEM specifications. Fluids, oil, lubricants, refrigerants, and software (nuts, bolts, springs, bulbs, etc.) as well as replacement of fire extinguisher, wheelchair tie-down straps, lap belts, hydraulic pump handles, and lift covers are vehicle-related costs and shall be supplied by CONTRACTOR. The American Petroleum Institute (API) must certify engine oils and other lubricants must equal or exceed AUTHORITY and manufacturer's standards. CONTRACTOR shall not use supplemental engine oil treatments. The use of chemical additives could lead to engine damage, which would void any existing warranty.

CONTRACTOR shall maintain a sufficient number of parts and supplies from the OEM or parts and supplies that are better or equal in quality and service. AUTHORITY reserves the right to reject the use of any after-market product and supplies where CONTRACTOR has not proven to AUTHORITY those items are equal or better in quality or service to the OEM product. In no case shall CONTRACTOR purchase or use parts that will void vehicle, system, or component warranties. Rolling stock, spares, and capital assets shall not be stripped of parts to use on other equipment.

8.16 Parts Inventory

CONTRACTOR's parts inventory shall be adequate to support vehicle fleet size so that work is not interrupted or unnecessarily delayed. Inventory management and approval of re-order points and parts-issues procedures shall be within the direction of the Maintenance Manager. To identify part costs by vehicle, a record of parts issued to individual vehicles shall be kept. Repair orders may be used to enter parts issued to the vehicle and to adjust inventory. Parts usage by vehicle shall be captured if accurate costs are to be presented.

8.17 Fare Equipment

The Type II Paratransit vehicles provided by AUTHORITY for the operation of this service are equipped with non-recording Diamond fareboxes.

8.18 Radio and MDT Communications

AUTHORITY shall provide voice radio and MDT communications equipment, services and maintenance for all assigned vehicles. Maintenance of all AUTHORITY-provided equipment shall be provided except for damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse or loss. Hand-held mobile radios shall be provided for field supervision purposes. A daily radio/MDT defect list shall be made available to the communications service provider and work orders generated describing defects. Radio/MDT communication defect reports shall be included in the monthly maintenance reporting outline radio repair activity. CONTRACTOR shall be responsible for the replacement of handheld radios that are damaged, lost or misplaced.

8.19 On-Board Video Surveillance System (OBVSS)

AUTHORITY shall provide OBVSS equipment, services, and maintenance for all assigned vehicles. The system will consist of five (5) cameras, four (4) interior, two (2) 360 cameras, one (1) IP cameras, one (1) forward-facing and one (1) curbside, two (2) infrared illuminators, audio microphone, and motion detection. Maintenance of all AUTHORITY-provided OBVSS equipment shall be provided AUTHORITY, except for damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse or loss. Vehicles with an inoperative system shall not be placed into revenue service until repairs are completed. Vehicles with faulty equipment shall be reported to AUTHORITY's Maintenance Administrator or designee for purposes of scheduling repairs.

8.20 Government Fleet Smog Check Program

AUTHORITY-owned vehicles are subject to Smog Check Program requirements. The law requires that every vehicle affected by program requirements be smog tested and the results reported to the Bureau of Automotive Repair (BAR) every year. Vehicles that are eight (8) model years old and newer are exempt. Vehicle identification numbers (VIN) ending in an odd digit shall be inspected in odd years. Vehicles ending in an even digit shall be inspected in even years. CONTRACTOR shall be responsible for the completion of inspections, which are due on all assigned vehicles by the end of November of each year. This will allow AUTHORITY time to assemble and submit required reports to the BAR. CONTRACTOR shall be responsible for all associated costs of the testing and certification requirements.

8.21 Engine Anti-Idling Requirements

CONTRACTOR shall comply with engine anti-idling state and local laws, which includes, but is not limited to, vehicles not idling for more than three minutes while the vehicle is parked, stopped or standing. Unnecessary idling causes excess fuel consumption, shortened engine life and contributes to air pollution. CONTRACTOR is responsible for all fines for violating State or County engine idling regulations.

8.22 Road Calls

CONTRACTOR shall remove any vehicle disabled by accident, mechanical problems, or any other reason, from the scene within two (2) hours after the first report. At no time shall the vehicle be left unattended. If the vehicle has been damaged by collision or fire and shall be towed, CONTRACTOR shall comply with all applicable state and local regulations and restrictions in towing or otherwise removing vehicles. Mechanics performing road calls shall possess sufficient skills and training to complete any road call repair. Supervisors must ensure that road call mechanics are properly trained in radio procedures and have a thorough knowledge of safety procedures while performing road calls. CONTRACTOR shall be responsible to ensure road call vehicles are properly maintained with adequate parts, fluids, and equipment to facilitate prompt responses.

The road call mechanic is required to have any tools that could reasonably be expected for use on a road call.

The Road Call Report shall be used each time CONTRACTOR staff responds to a road failure whether or not a vehicle has to be exchanged or replaced due to a malfunction or a mechanical problem.

8.23 Vehicle Tires

Revenue vehicle tires shall be supplied and maintained as part of AUTHORITY's contract with an outside vendor to include wheel changes, balancing front wheels, keeping tires inflated to recommended pressure and mounting and dismounting tires from wheels. A designated work area shall be provided to AUTHORITY's tire vendor.

CONTRACTOR shall maintain vehicle suspensions and steering following the vehicle manufacturers' alignment specifications. Abused, damaged or alignment-worn tires shall be charged to CONTRACTOR at a pro-rated cost.

CONTRACTOR shall be responsible to provide sufficient inventory of wheels for the tire provider to maintain AUTHORITY's established spare wheel ratio and replace wheels damaged in accidents or by negligence.

CONTRACTOR staff shall interact daily with AUTHORITY's tire service provider for flat repair and tire-related problems as identified. The tire service provider shall provide reports that include daily tires on-off activity, weekly fleet tire inspections and monthly fleet summary of tire condition. The tire condition report shall include air pressure, tread depth, cuts, recap condition where applicable, sidewall damage, obvious embedded objects, etc.

Torque specification shall be initially set by the tire service provider to wheel manufacturer specifications on all wheels removed. CONTRACTOR shall be required to re-check the wheel lug nut torque after 500 miles of operation.

All-wheel nuts shall be hand-torqued with a Ratchet Head (click type) torque wrench. All torque wrenches shall be certified annually for accuracy and calibration certificates available for review.

8.24 Vehicle Heating Ventilation Air Conditioning (HAVC)

HVAC system inspection and maintenance shall be performed following OEM requirements or more frequently to achieve AUTHORITY's expectations that this equipment is functional at all times during revenue vehicle operation. If the heating or air conditioning on a revenue vehicle fails to function properly while in service, CONTRACTOR shall replace such revenue vehicle within ninety (90) minutes after the failure was reported. The CONTRACTOR shall perform yearly preventative maintenance inspections on HVAC systems to ensure systems are one hundred percent (100%)

operational throughout the year. Preventative maintenance shall include all components, lubricants, mechanical and electrical connections. Preventative maintenance will also include cleanings, as well as repairs, checks, and adjustments. Supplemental HVAC preventive maintenance inspection forms shall be developed as part of CONTRACTOR's maintenance program.

8.25 Vehicle and Component Warranty Maintenance

CONTRACTOR shall be responsible for the exercise and enforcement of all warranties relating to all revenue vehicles and all systems, components, and subcomponents and shall also be responsible for taking all available and reasonable actions to ensure that all warranty covered repairs or service bulletin repairs are performed in a timely fashion. CONTRACTOR shall conduct inspections, troubleshooting, and repair work in a manner to identify circumstances where AUTHORITY's warranties may apply. All repair work shall be performed in a manner that will preserve all applicable warranties. Failure to exercise warranties or perform service bulletin repairs or updates shall not relieve CONTRACTOR of current or future responsibilities for repair. If CONTRACTOR fails to adequately protect AUTHORITY's warranty interests, as solely determined by AUTHORITY, all costs arising from such failure shall be the responsibility of CONTRACTOR.

CONTRACTOR shall promptly notify AUTHORITY of any disagreements or disputes with the equipment manufacturer or supplier regarding warranty coverage. Such notice shall include a description of the disagreement or dispute and a suggested plan for resolution.

CONTRACTOR shall obtain manufacturer and AUTHORITY's authorization to perform in-house warranty repairs. Vehicles shall be transported at CONTRACTOR's expense to an authorized warranty service provider.

8.26 Transportation

CONTRACTOR shall be responsible for the movement of vehicles within Southern California. If repairs, maintenance, or warranties are to be performed at locations other than CONTRACTOR's premises, CONTRACTOR shall provide transportation to and from the repair location.

CONTRACTOR shall perform quality control inspections on vehicles returning from off-property repairs ensuring vehicles are safe to return into service. CONTRACTOR shall also provide transportation of replacement parts and equipment from selected vendors. As new vehicles are added to the fleet and retired vehicles are removed, it is CONTRACTOR's responsibility to provide operators or a drive-a-way service to relocate vehicles as needed.

8.27 Shop Tools and Equipment

CONTRACTOR shall provide adequate and appropriate shop equipment and special tools (vehicle diagnostic tools and equipment, electronic testing equipment, torque wrenches, alignment equipment, etc.) to perform the necessary maintenance tasks required to meet AUTHORITY's standards and requirements as described herein. Said tools shall be regularly calibrated and maintained to equipment manufacturers' specifications.

8.28 Fire Lane Enforcement

AUTHORITY will establish the parking and no-parking areas within the property following Section 22658.2 of the California Vehicle Code and OCFA Guideline B-09. All fire lanes shall be maintained and in no event shall parking be permitted along any portion that requires fire lanes or any area designated as a fire lane for turn-around purposes during occupancy. First-time violators shall receive a written warning and with subsequent violations, the vehicle shall be subject to towing. The vehicle owner shall be responsible for all costs incurred in remedying such violation, including without limitation towing cost, citations, and legal fees.

8.29 Safety

In addition to CONTRACTOR's safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are standard in the industry and/or required by AUTHORITY.

CONTRACTOR shall observe all AUTHORITY safety work rules, regulations about sexual harassment, and a drug and alcohol-free environment while on the property and/or while on duty.

Due to the level of activities at AUTHORITY facilities and a large number of vehicles and employees, yard congestion and safety is a viable concern. To avoid personal injuries or property damage, the following procedures shall be followed to promote yard safety.

- The maximum yard speed is ten (10) miles per hour.
- Yield right-of-way to coaches backing out of the shop and parking stalls.
- Sound horn three (3) times and check for clear passage before backing vehicles.
- Follow designated yard directional traffic flow. Do not drive across vehicle stalls.
- Always be courteous and professional
- Never demand the right-of-way to the extent of causing an accident.
- Stop at designated "stop" markings in the yard.
- Pedestrian traffic in or out of the vehicle access gates is prohibited.
- All field technicians and contractors shall wear an appropriate reflective vest at all times while on AUTHORITY property.
- Vendors are required to check-in and check out with the on-duty Maintenance Supervisors.
- Cell phone limitations and requirements
- Personal Protection Equipment (PPE) requirements
- ANSI class 2 or 3 reflective vests
- Designated smoking and eating areas.

- Designated employee parking.

Please see ATTACHMENT 9 to this SOW for a sample AUTHORITY safety handout.

8.30 Environmental Requirements

Spill Prevention Control and Countermeasure (SPCC) Plan. CONTRACTOR is required to comply with the SPCC Plan for the facility.

Hazardous Material Business Plan. CONTRACTOR is required to create, implement, and maintain a Hazardous Material Business Plan. CONTRACTOR shall be responsible for the proper handling, use, and storage of all waste oil and hazardous materials produced at the facility, for the containment and clean-up of spilled fuel, oil, and hazardous materials, and all other environmental requirements in applicable federal, state, and local laws and regulations

Spill Response Management Procedures Manual. CONTRACTOR shall create, implement, and maintain a Spill Response Management Procedures Manual to properly manage the Facility. At a minimum, the manual shall include a plan for the containment and cleanup of spilled fuel, oil, and any hazardous materials. Such manual will be submitted to AUTHORITY for review and approval within thirty (30) days of NTP.

CONTRACTOR shall monitor and notify the designated AUTHORITY personnel immediately by phone of any incident with possible environmental impacts, regardless of the responsible party. This notification shall not relieve CONTRACTOR from its obligation to initiate and supervise cleanup and disposal of spilled material.

CONTRACTOR shall be prepared to respond to spills and environmental emergencies at all times regardless of cause. CONTRACTOR shall retain an environmental subcontractor that shall respond immediately in the event of uncontained releases of hazardous materials or incidents involving biohazards, including fatal incidents or major injuries on AUTHORITY property.

8.31 Oversight Program for Subcontractor Vehicles

AUTHORITY firmly believes that successful delivery of the OC ACCESS service requires CONTRACTOR to have additional resources to draw upon during peak periods, off-hours, service problems, and staff shortages. The subcontracting commitments shall be detailed and specific, and shall be incorporated into the Agreement.

CONTRACTOR shall identify the percentage and type of service it intends to subcontract. CONTRACTOR shall describe the mechanisms that will be utilized to manage the subcontracting arrangements. If CONTRACTOR has firm commitments for subcontracting, these arrangements shall be disclosed.

CONTRACTOR shall fully develop and submit to AUTHORITY a subcontractor vehicle maintenance management and oversight plan. The subcontractor management and oversight plan shall be submitted in an electronic format for review and is only finalized based on AUTHORITY's approval. The plan will outline how CONTRACTOR shall oversee the subcontractor(s) and should include, manage and ensure compliance with the contract, federal, state, local law and FTA requirements. The plan shall include vehicle maintenance procedures and vehicle types proposed for service.

8.31.1 Subcontractor Vehicles

The determination of the number of vehicles required for service is the responsibility of CONTRACTOR. All vehicles used for OC ACCESS service shall meet the requirements of the California Vehicle Code, including, but not limited to, California Vehicle Code § 24000, and shall be subject to inspection within thirty (30) days for regulatory and safety compliance.

CONTRACTOR shall provide a vehcile list of all authorized vehicles proposed for use in subcontractor service monthly. This list shall include year, make, model, mileage, vehicle identification number (VIN) and seating capacity.

The maximum age and mileage of vehicles shall not exceed ten (10) years or 300,000-miles during the term of this Agreement. All vehicles, at a minimum, shall comply with FMVSS to be eligible for operation. AUTHORITY reserves the right to inspect any subcontractor vehicle for approval before service and at any time while assigned to this contract.

All vehicles (including replacement vehicles) must:

- Display the valid AUTHORITY placard while in service
- Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle
- Have a functioning interior light within the rider(s) compartment
- Have functioning window and door mechanisms, which ensure that all access doors and windows are capable of being opened from the inside and outside and remain closed and secure during travel
- Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating the distance in tenths of a mile
- Be equipped with operational heating, ventilation and air conditioning systems
- Have exteriors free of grime, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle
- Be equipped with hubcaps, wheel covers, or wheels designed so as not to require caps/covers so long as they do not detract from the overall appearance of the vehicle
- Have all body molding in place, or if removed, holes shall be filled and painted
- Not have damaged or broken seats or protruding sharp edges
- Have an unobstructed vision on all sides of the vehicle

- Be equipped with an operable two-way mobile radio, cell phone, or any other two-way communication system, which affords contact with the vehicle during all hours of operation. If portable radio/cell phone communication systems are used, drivers shall be provided with and use "hands-free" radio accessories and shall not be used while the vehicle is in motion
- Have a functioning video and video recorder that meets all applicable federal, state, and local laws
- Meet all safety and mechanical standards established by the local codes, California State statutes, and federal regulations, if any, and have passed all required inspections
- Not have vehicle leaks of any kind, including fumes
- Be equipped with a functioning horn
- Seat belts shall be provided and maintained in working order for all vehicle seats and a sign shall be prominently displayed advising passengers that seat belt use is required
- Drivers and passengers shall be secured in seats with seat belts at all times the vehicle is in operation subject to compliance with ADA requirements
- Accessible vehicles that provide transportation to persons utilizing a wheelchair shall have a functioning wheelchair securement system using a four-point securement for the wheelchair and secures each rider with a lap and shoulder belt. While in service, each accessible vehicle must maintain on-board a sufficient number of wheelchair securements, lap belts, and shoulder belts to meet a given vehicle’s maximum wheelchair passenger capacity. Securements shall not be left on the vehicle floor when not in use and shall be kept clean and well maintained. These accessible vehicles shall only provide passenger side loading and cannot use a detachable ramp
- A step stool may not be used at any time to load and/or unload customers
- Have a backup to all lift capacity. The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails. Any lift-equipped vehicle supplied for the provision of ADA trips shall meet all the requirements of the ADA and the regulations applicable thereto
- Lifts and other installed accessories including radios shall be maintained following the recommendations of the respective manufacturer
- All vehicles shall be maintained in good overall operating condition
- Each van vehicle (as opposed to a sedan or similar) shall be equipped with a fully charged, certified and non-expired fire extinguisher of the proper type for the vehicle
- Each vehicle shall be weather-tight and free of water leaks
- Vehicles may be inspected at any time. A vehicle is subject to immediate removal from service if deemed unsafe or otherwise in violation of safety standards
- Drivers and passengers shall not be allowed to smoke in the vehicle and a sign shall be prominently posted inside the vehicle-advising passengers of this prohibition

- Any fines incurred in the operation of the vehicle, including parking violations, shall be the sole responsibility of the subcontractor.
- All vehicle sizes and types are subject to the prior approval of CONTRACTOR and/or AUTHORITY. Approval considerations shall include such matters as, overall vehicle size, interior seating area, and passenger comfort, adequacy of trunk space for storage of mobility aids, lift size, and overhead clearances
- CONTRACTOR shall ensure that on a daily basis the driver or maintenance personnel test all safety and securement components before the vehicle enters revenue service, defects are note, and all defects identified are corrected following manufacturer's specifications before vehicle is placed in service
- A service animal shall be considered a passenger for vehicle capacity purposes

8.31.2 Preventive Maintenance

Vehicle preventive maintenance shall be performed, at a minimum, following the vehicle manufacturer's recommended PMI requirements.

Subcontractors shall develop a preventive maintenance plan and maintain records which detail the work performed for each vehicle inspection. These records shall be available for review by CONTRACTOR and AUTHORITY. Such records shall be available during vehicle inspections, post accidents, or as needed. The objectives of the maintenance program are to reduce unscheduled maintenance time and road failures through comprehensive, scheduled, preventive maintenance, which encompasses inspections, repairs, oil, and filter changes and engine and transmission performance analysis.

Vehicle repairs and servicing shall be performed by technicians in maintenance facilities that utilize the latest technologies, tools and electronic diagnostic equipment. Subcontractors shall ensure adequate technical training and appropriate technician certifications are available for review and approval by CONTRACTOR and AUTHORITY.

8.31.3 Pre and Post Trip Inspections

Vehicle operators shall inspect their assigned vehicle daily before beginning revenue service per federal and state requirements. If there are any defects, the vehicle operator shall enter the defect on the subcontractor provided defect reports and report the defect to the maintenance staff for the determination of usability of the vehicle.

If ADA equipment is not working properly during the pre-trip inspection process, a repair shall be made, or the vehicle shall be removed from revenue service. The subcontractor shall ensure operators conduct an immediate maintenance check at the end of each shift of all accessibility equipment that is reported to fail in service, including lifts and ramps.

8.31.4 Vehicle Cleanliness, Aesthetics Requirements

To facilitate customer service, vehicles must remain clean and free from body damage (other than minor scratches). If vehicles are inspected by CONTRACTOR and/or

AUTHORITY and found not in compliance with vehicle cleanliness/aesthetic requirements, a written notice shall be served. Vehicles that are not brought up to standard within seven (7) days may be subject to removal from service.

The exterior of each vehicle shall be cleaned at least once a week unless inclement weather dictates additional cleaning. Vehicle interiors shall be cleaned daily. The daily cleaning will consist of, at a minimum:

- Carpets, floors, and upholstery dry and free of dirt, debris, stains, rips, or holes
- Dashboard clean and free of cracks
- Seatbelts clean and fully operational
- Interior free of any unpleasant or overpowering odors
- Clean inside of all windows, removing all dust, fingerprints and head prints
- Doors and armrest clean
- Crevices clean and free of debris
- Operator identification properly displayed and easily viewed
- Client placard visibly displayed
- Removal/repair of graffiti damage

8.31.5 Accident Repairs

Damaged vehicles due to accidents shall be promptly removed from service and repaired. All body and glass damage are the sole responsibility of the subcontractor and shall be repaired consistently with the manufacturer's repair standards. Vehicles with body damage other than minor scratches shall not be released for operation until repairs have been completed.

8.31.6 Random Vehicle Safety Inspections

All vehicles within the program and vehicles added later are subject to random safety inspections by CONTRACTOR and/or AUTHORITY for mechanical and regulatory compliance. Random vehicle safety inspections will include the daily checklist; particularly with regards to the inspection of all safety equipment. Failure to maintain vehicles following FMVSS and other applicable requirements shall result in the vehicle not being allowed to be used in service until the vehicle is in compliance and such compliance is verified by CONTRACTOR. Daily safety checks to be performed by the driver include:

- Engine oil level
- Transmission fluid level
- Radiator/Reservoir coolant level
- Power steering fluid level
- Windshield wipers/Washers
- Tire wear and tire inflation levels
- Directional signals and flashers

- Headlights
- Brakes and lights
- Parking brake
- Mirrors for damage and properly set
- Horn operation
- Heater/Air conditioner
- Gauges; temperature, fuel, charging, oil pressure
- Speedometer/trip meter
- Ignition key/Fob
- Check for leaks under the vehicle
- Check inside the engine compartment for leaks or loose items
- Seatbelts
- Windows open and close as per manufacturer specifications
- Windshield free from cracks
- Lifts/Ramps (as applicable)
- Fire extinguisher onboard, fully charged, certified and easily accessible
- Wheels, tires and lug nuts
- Check for any strange smells, sounds or vibrations

8.31.7 Vehicle Maintenance Safety Inspections

Subcontractor(s) is required to submit their vehicles for a thorough safety inspection at scheduled intervals. These inspections are critical to maintaining a safe and reliable fleet. The inspections are consistent with those performed by most governmental and regulatory agencies. Vehicle inspections shall be performed and signed-off by a licensed/certified mechanic in a facility designated by the subcontractor(s). Any vehicle not in compliance shall automatically be removed from service. Any items identified as “unsafe” or “failed” will be required to be repaired and maintained and documentation of the repairs forwarded for review before the return to service. Quarterly vehicle safety inspections are comprehensive and shall include:

- Engine condition
- Electrical system
- Transmission operation, cooler lines, fluid leaks
- Drivetrain, universal/constant velocity joints
- Power steering, play in the steering wheel
- Exhaust system
- Speedometer
- Front suspension components
- Rear suspension components
- Tire wear, tread depth, condition, age
- Shock absorber, struts
- Steering components
- The braking system, brake linings, ABS
- Lighting system

- Charging system
- Safety equipment, belts, fire extinguisher
- Wheelchair lifts and equipment
- Horn, door locks/handles
- Windshield and all other glass, safety rating
- Interior lighting
- Heating, air conditioning, and ventilation system
- Seats and armrests
- Differential
- Fluid levels
- Body, paint damage

8.31.8 Red Tagged Vehicles

If, in the opinion of AUTHORITY and/or CONTRACTOR, any vehicle does not meet safety standards as outlined in the SOW, it may be "red-tagged." A vehicle that has been "red-tagged" shall not go into service and/or shall be immediately removed from service. A "red-tagged" vehicle may not be released for service until the problems associated with it have been rectified and verified by CONTRACTOR and/or AUTHORITY. The following occurrences shall qualify a vehicle for "red-tagging”:

- Safety equipment missing (per Vehicle Code requirements)
- Wheelchair lift inoperative
- Wheelchair lift brake interlock inoperative
- Wheelchair lift restraints missing or inoperative
- Tires: Flat, worn, embedded objects or bald
- Passenger door interlock inoperative
- Headlights out
- Taillights out
- Turn signals out or inoperative
- Horn not working
- Windshield wipers not working
- Engine smoking excessively
- Brake lining too thin
- Fluid leaks
- Air conditioning, heating, and ventilation systems inoperative
- Exhaust system leaking or damaged
- Steering with excessive play
- Loose or missing lug nuts
- Vehicles with body damage over Five Hundred Dollars ($500.00) may be red-tagged by CONTRACTOR and/or AUTHORITY
- Any noncompliance with Federal Motor Vehicle Safety Standards and other governing agency safety, vehicle operation regulations

8.31.9 Vehicle Fueling

Vehicle fueling is the responsibility of the subcontractor and shall be performed before entering revenue service. Fueling with passengers on board is strictly prohibited.

SECTION 9: FACILITY

9.1 Facility Location

AUTHORITY shall provide an operations and maintenance facility, which includes approximately nine (9) acres for administration, operations, and maintenance functions, at the following address:

Irvine Construction Circle Base
16281 Construction Circle West
Irvine, CA 92606

The facility is designed to provide 285 staff parking stalls, including designated handicap and carpooling stalls. The fleet parking area is currently configured with 275 marked parking stalls for revenue vehicles. If the actual number of revenue service vehicles should exceed the current number of marked stalls, AUTHORITY and CONTRACTOR shall develop a revised parking plan that shall adequately accommodate the number of revenue vehicles. The parking access and egress areas shall be free of debris and trash. Trash receptacles shall be provided in selected areas to provide drivers a means to dispose of trash from vehicles. Because of the space constraints, it is CONTRACTOR's responsibility to limit the employee parking space assignments and to discourage long term parking. CONTRACTOR shall ensure that vehicles are not parked for over two (2) weeks without written approval by AUTHORITY. Vehicles parked over two (2) weeks shall be towed and the vehicle owner shall be responsible for all costs.

9.2 Maintenance Facilities

The facility shall have a maintenance area that provides sixteen (16) covered working bays for performing preventive maintenance inspections and mechanical repairs on revenue vehicles. The maintenance facility also has office space to accommodate administrative functions.

9.3 Maintenance, Cleanliness, and Safety of Facilities

AUTHORITY shall provide facility maintenance services required to ensure the safe and efficient operation of the property. AUTHORITY staff will be available during all days and hours of operation. When no facility maintenance staff is available, an on-call number will be made available for response. Facility maintenance services provided by AUTHORITY staff shall include inspections and preventive maintenance of all equipment supplied by AUTHORITY; however, CONTRACTOR shall be responsible for all costs associated with any repair resulting from the negligence on the part of CONTRACTOR. In the case of a repair resulting from the negligence of CONTRACTOR, AUTHORITY shall perform the repairs and deduct the cost of the repair from the most current unpaid invoice received from CONTRACTOR. Alternatively, with prior written approval from AUTHORITY, CONTRACTOR shall be permitted to perform the repairs at its expense. Any repairs so undertaken shall be performed to AUTHORITY's satisfaction. If said repairs are not performed to AUTHORITY's satisfaction, AUTHORITY reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from CONTRACTOR. Whether to allow CONTRACTOR to self-perform any repair shall be evaluated on a case-by-case basis and only allowed with written advanced approval from AUTHORITY. CONTRACTOR shall be responsible for simple facility tasks such as office and equipment moving, light painting and wall hangings.

CONTRACTOR shall make the facility available to AUTHORITY, as well as to city inspectors, facilities contractors, fire department, and insurance inspectors at any time as requested by AUTHORITY.

CONTRACTOR shall be required to follow all applicable regulatory requirements, such as stormwater runoff and hazardous material regulations and requirements at all times herein. Training will be provided by AUTHORITY on these requirements on as-needed basis. AUTHORITY shall provide reasonable janitorial services for the above-referenced operating base, including all offices, administrative areas, bathrooms, and public areas. CONTRACTOR shall ensure that all employees use care and consideration for the property to ensure a safe, professional, hygienic and attractive working environment that complies with all federal, state and local regulations.

9.4 Video Management System (VMS)

The Irvine Construction Circle base is outfitted with a series of cameras that survey the interior and exterior of the facility/property. Images from the cameras are recorded twenty-four (24) hours a day, seven (7) days a week, and are stored on a DVR. At no time shall persons, other than those designated by AUTHORITY's Manager of Security and Emergency Preparedness or their designee, have physical or electronic access to the images made in the course of conducting business. Personal information contained on the footage shall not be used or disclosed for purposes other than the primary purpose of deterring criminal activity, protect public safety, and managing risk, except with the consent of the individual or as required by law.

The primary purpose of the VMS is to deter criminal activity, protect public safety, and manage risk throughout AUTHORITY locations. To accomplish this purpose, AUTHORITY operates VMS at the Irvine Construction Circle base. The operation of the VMS shall comply with current laws and protect the privacy of all involved parties by limiting access to recordings via a defined process for the review and duplication of images by appropriate AUTHORITY staff. The VMS is not intended to be used as a method of tracking work habits or productivity of individuals. Any recordings of conduct are incidental to the primary purpose of the VMS; however, such recordings may be requested.

CONTRACTOR shall submit a formal Request of Personnel Authorized Form to access the VMS. This formal request must include the name and title of personnel authorized to view, review, and request copies of video images. Final approval of authorized personnel will be determined by AUTHORITY's Manager of Security and Emergency Preparedness.
9.5 Identification Badges

The Irvine Construction Circle base is a secured location that requires an ID badge to access entry into the building.

CONTRACTOR shall notify AUTHORITY Project Manager and assigned AUTHORITY's General Services Department staff of any CONTRACTOR employee that requires a new ID badge or replacement ID badge. The notification shall include the full name of CONTRACTOR employee, CONTRACTOR employee ID number, whether the request is for a new or replacement ID badge and a picture in Joint Photographic Experts Group (JPEG) format of CONTRACTOR employee. There is a Thirty Dollar ($30.00) fee for each new or replacement ID badge that is issued. AUTHORITY shall deliver the requested ID badge to CONTRACTOR within ten (10) business days from the date of the request.

CONTRACTOR employees that receive an ID badge shall always have their ID badge visible while in any AUTHORITY-controlled area. ID badges are never to be shared and shall be protected from harm.

When CONTRACTOR ends employment with an employee, CONTRACTOR shall submit a Contractor Employee Exit Processing Form within two (2) business days from separation.

SECTION 10: INFORMATION TECHNOLOGY (IT)

10.1 IT Services

CONTRACTOR shall be responsible for providing and managing the manpower and resources to effectively and competently operate and maintain its technology assets, as well as the information and voice systems technology and data assets provided to CONTRACTOR by AUTHORITY that are required to be used. CONTRACTOR shall be capable of, and responsible for, adapting to evolutions in the technology assets and for all training and certifications required to effectively and competently operate and maintain such assets.

Working with AUTHORITY's Project Manager and other AUTHORITY staff, CONTRACTOR shall participate in strategic planning to address and plan future technology needs in the operation over the term of the Agreement. AUTHORITY intends to continually upgrade existing technologies and introduce new technologies throughout the term of this agreement and any extensions. CONTRACTOR shall cooperate and assist AUTHORITY in the planning, implementation, and assessment of technology activities and systems.

10.2 Information Technology Assets

AUTHORITY shall provide the following assets and resources to be operated and managed by CONTRACTOR.

10.2.1 Cable Plant for Local Area Network (LAN) Applications

The Irvine Construction Circle base is wired for LAN applications, including Category 5 twisted pair and fiber optic cabling. Secured distribution rooms exist to host network, server, and uninterruptible power supply (UPS) in support of LAN applications. AUTHORITY shall have access to these facilities. For security purposes, access to these rooms is restricted and limited to assigned individuals approved by AUTHORITY. CONTRACTOR shall ensure these rooms are secured at all times. Access, as needed for installations and repair technicians, shall be requested through centralized AUTHORITY Help Desk in advance of the technician's arrival on site.

10.2.2 Server Computer Hardware

AUTHORITY shall supply server computer hardware in support of the software applications that are required to be housed locally at the Irvine Construction Circle base.

10.2.3 Networking Gear

AUTHORITY shall supply networking gear (Cisco routers and switches) to support a segment of AUTHORITY network at the Irvine Construction Circle base needed to support the application access described herein. AUTHORITY shall manage and maintain this networking gear.

10.2.4 Uninterruptible Power Supplies

AUTHORITY shall supply APC uninterruptible power supplies to protect the servers and networking equipment from electrical surges along with having the backup capacity to allow for graceful shutdowns of servers during a power outage.

AUTHORITY shall provide replacement APC uninterruptible powers supplies in case of failure. AUTHORITY shall also be responsible for replacing the internal batteries when needed.

10.2.5 Wide Area Network (WAN) Communications

AUTHORITY shall supply and manage a WAN communications between AUTHORITY's headquarters in Orange, California and the Irvine Construction Circle base in the form of a dedicated circuit.

10.2.6 Systems Software Licensing

AUTHORITY-owned systems are to be operated and supported by CONTRACTOR in the operation. CONTRACTOR shall be responsible for assisting in the support for these systems via its staff and resources, and the resources provided by AUTHORITY.

10.2.6.1 Trapeze Software

Trapeze PASS is AUTHORITY's scheduling and dispatch system used in support of the OC ACCESS service provision. AUTHORITY shall provide all required licenses, including all call center and dispatch workstations for CONTRACTOR's use.

OC ACCESS service reservation, scheduling and dispatching using Oracle for the application database.

All licenses for the use of the Trapeze PASS software provided by AUTHORITY shall be secured and provided by AUTHORITY. CONTRACTOR shall have no ownership of the software, records, and data maintained and generated by this software.

AUTHORITY provides a Trapeze interactive voice response (IVR) communications solution for OC ACCESS riders. The IVR system shall allow customers to retrieve scheduled trip information and cancel trips without speaking with an operator. AUTHORITY and CONTRACTOR shall mutually agree on a schedule to implement other features of this system.

AUTHORITY currently provides the following Trapeze Modules:

- PASS
- PASS – MON
- PASS – INFO
- PASS – WEB / EZ WALLET
- ViewPoint
- DriverMate

10.2.7 Mobile Data Terminal (ORBCAD)

AUTHORITY-owned vehicle voice and data communication are provided via the ORBCAD system on a private radio network.

AUTHORITY provides a Conduent Transport Solutions, Inc.'s OrbCad/OrbStar mobile data computer communications system for all AUTHORITY-provided OC ACCESS vehicles.

AUTHORITY shall provide voice radio communications equipment, services, and maintenance for all assigned OC ACCESS vehicles, dispatching positions and hand-held mobile radios for managers. AUTHORITY shall provide maintenance of all AUTHORITY-provided equipment, except for damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse or loss. A trouble list shall be sent daily to AUTHORITY's Project Manager or his designee (i.e., AUTHORITY's Maintenance Manager) to schedule necessary radio maintenance and generate a work order.

10.2.8 Oracle Database Licensing

AUTHORITY shall provide the licensing for the Oracle database software required for the Trapeze software systems.

10.2.9 Future IT Assets

As a practice, AUTHORITY provides for annual software and hardware maintenance agreements with the appropriate outside vendors for assets that are deployed during the term of the Agreement.

10.2.10 Other Software Assets

At AUTHORITY's direction, CONTRACTOR shall be required to learn and use additional software applications that shall be maintained and managed by AUTHORITY.

10.2.11 C3 - Comments/Compliments/Complaints

This application is used to record, track and manage rider feedback on operators and services. This application shall be delivered to CONTRACTOR via a Citrix "thin client" solution.

The C3 application is intended to provide a quick and easy way of entering, tracking, and reporting on all activities associated with rider comments for AUTHORITY's Customer Relations Department.

10.3 CONTRACTOR's Responsibilities for IT

CONTRACTOR shall be responsible for providing and managing all other IT assets needed to support its operations under this Agreement. CONTRACTOR shall be responsible for standard IT practices and functions that result in safe, reliable, secure, and efficient IT services.

CONTRACTOR shall submit the General User Agreement form (ATTACHMENT 5) to request an AUTHORITY user credential and be granted access to AUTHORITY networks and/or systems. All AUTHORITY internal remote access shall use VPN and AUTHORITY methods, such as Citrix.

Third-party hosted environments shall comply with AUTHORITY's "IS Preferred Standards and Practices (ATTACHMENT 6).

10.4 Computing Security

AUTHORITY shall maintain administrator privileges for all AUTHORITY-maintained systems. CONTRACTOR shall be given administrator rights at the application level and not the system level for any AUTHORITY-maintained systems or systems joined to AUTHORITY domain.

CONTRACTOR and any subcontractor shall employ rigorous security practices to ensure a safe computing environment that protects all network and IT assets, and AUTHORITY's network and IT assets.

CONTRACTOR shall not, without AUTHORITY approval, remove confidential rider data from the Irvine Construction Circle base on portable devices including, but not limited to, laptop computers, zip disks, portable hard drives, or Universal Serial Bus (USB) thumb drives. CONTRACTOR shall make it a priority to protect the confidentiality of sensitive rider data.

CONTRACTOR shall maintain logs of all changes made to IT assets provided by AUTHORITY which are operated and managed by CONTRACTOR.

All documentation electronic or otherwise, developed by CONTRACTOR to support routine operations under this Agreement which are not proprietary or developed solely by CONTRACTOR shall be the property of AUTHORITY. CONTRACTOR shall maintain an inventory of such documentation, which shall be subject to periodic audit by AUTHORITY.

10.5 Telephone Support Systems

AUTHORITY shall supply and manage voice communications between AUTHORITY's headquarters in Orange, California and the Irvine Construction Circle base. AUTHORITY Help Desk, located in Orange, California shall be used for requesting AUTHORITY support for repairs and changes of voice systems hardware, software, and applications. CONTRACTOR is responsible for on-site Move, Add, Change (MAC) telephone, voicemail, call recording, and call center management tasks, including help desk activity and call center systems support.

AUTHORITY's standard for unified communications is Skype for Business 2019 and Genesys, which uses application-based call routing to multiple skillsets (queues). Access to these applications shall be provided at AUTHORITY's Irvine Construction Circle base.

10.5.1 Call Center / Scheduling Center

Toll-free voice telephone services are provided by AUTHORITY for trip requests, customer information, and other service inquiries. The phone number for these telephone services shall be owned and provided by AUTHORITY and shall be relinquished to AUTHORITY at such time when the contract is transitioned to another operation.

Telephone calls shall be handled by an Automatic Call Distribution Network (ACDN) system that shall give the caller a choice among options depending upon the purpose of their call. The ACDN shall track telephone volume and disposition. The specific caller options shall include, at a minimum, speak with an operator for reservation or information, speak with an operator to cancel or check on a ride. The management and operation of the OC ACCESS service shall require voice, telephone device for the deaf, and computer data networked services. CONTRACTOR shall provide language interpretations for languages other than English and Spanish.

AUTHORITY shall provide the telecommunications services listed below for the call center located at AUTHORITY's Irvine Construction Circle base:

- Access to Skype for Business 2019 and Genesys, which provides call center ACD (Automatic Call Distribution) application based call routing to multiple skillsets (queues) and agent assignment. This system provides the supervisor and agent ID profiles/skillset assignments, as well as real-time and historical reporting. CONTRACTOR is responsible for adding, changing and removing supervisor agent/agent ID's, dynamically assigning agents to skillsets, and other administrative tasks such as running call center reports via their access to this system. Initial "Train the Trainer" training on Skype for Business 2019 and Genesys shall be provided by AUTHORITY at its administrative office before the start of the project.
- Agent and staff telephone sets will be provided by AUTHORITY. Replacements and additions shall be the responsibility of CONTRACTOR. Only Skype for Business or Microsoft Teams certified equipment shall be used for such additions and replacements. Headsets shall be provided by CONTRACTOR.
- Technician specific profile Skype for Business or Genesys call center system activity. CONTRACTOR technician certified or with extensive experience with Genesys may develop call center queues and routing, profiles and skillset logins for call center managers and agents and other aspects of creating a customized solution for this specific call center with oversight by AUTHORITY.
- Inbound/outbound telephone and data lines networked to AUTHORITY's Orange administrative offices, including long-distance services, are sufficient to support AUTHORITY's business needs. Support for such service shall be provided by AUTHORITY in coordination with AUTHORITY's service vendors. Contact name, telephone, and pager numbers for the person responsible for telecommunications and repair escalation services shall be provided. Centralized AUTHORITY Help Desk shall be used for reporting telephone line and circuit service issues.
- Genesys provides a one hundred percent (100%) call recording for the call center.

- Both radio and telephone calls for radio dispatch are one hundred percent (100%) recorded.

CONTRACTOR is responsible for providing and installing, including all costs and ongoing charges, any additional frame-relay, point to point circuits, or other telephone/data utility service for CONTRACTOR's needs unrelated to direct support of this Agreement. Written approval from AUTHORITY's Telecommunications Administrator is required for any installation of such service and equipment to AUTHORITY property.

10.6 Additional Support Systems

CONTRACTOR shall be responsible for providing all software required for general administrative and business support of CONTRACTOR operations. At a minimum, this shall include the Microsoft Office Suite 2016 (or newer) containing Microsoft Word, Microsoft Excel, Microsoft Access and Microsoft PowerPoint. CONTRACTOR shall be responsible for providing the necessary desktop computers to host these applications.

10.6.1 CONTRACTOR Administrative Telephones

CONTRACTOR is responsible for the installation and maintenance of any telephone lines and equipment to support CONTRACTOR administrative requirements which are above and beyond that provided by AUTHORITY.

10.6.2 Facsimile Machine

CONTRACTOR shall be required to provide at least one plain paper facsimile machine.

10.6.3 Vehicle Operator Line

CONTRACTOR shall maintain a toll-free line for communications in the event of radio communications issues. CONTRACTOR to provide a plan of communication in the event that radio communication issues occur.

SECTION 11: PERFORMANCE STANDARDS

To ensure that quality service is provided for OC ACCESS and that the service provided meets the FTA and ADA regulations, CONTRACTOR is required to meet the performance standards listed in this section.

11.1 Key Performance Indicators

AUTHORITY shall review the performance standards established regularly to ensure that those standards remain appropriate. In consultation with CONTRACTOR, AUTHORITY may, at its discretion, adjust standards, incentives, and penalties to ensure and encourage the improved performance of services. See ATTACHMENT 4 to this SOW for the Performance Standards table.

All services provided by a subcontractor shall be subject to the same performance standards.

11.2 Assessment of Penalties

Before assessing penalties, AUTHORITY shall use the following procedure:

- AUTHORITY shall notify CONTRACTOR of its intent to assess a penalty or incentive during the invoicing process.
- CONTRACTOR shall be allowed to demonstrate that CONTRACTOR could not reasonably have prevented the circumstances giving rise to the penalty. Circumstances which may give rise to a penalty that are caused by actions of AUTHORITY staff, natural disasters, or extreme and unusual weather or traffic conditions shall be considered not preventable. Any such claim shall be supported by adequate documentation provided by CONTRACTOR and submitted to AUTHORITY in writing.
- If AUTHORITY, in its sole discretion, determines that the circumstances which may give rise to a penalty are not preventable, then the penalty may be waived and said determination will be transmitted in writing to CONTRACTOR.

AUTHORITY's decision to waive the assessment of any penalty shall in no way affect AUTHORITY's right or intent to assess a penalty for a similar circumstance in the future and shall in no way affect CONTRACTOR obligation to meet the associated performance standard. Continued non-performance by CONTRACTOR and/or serious violation of service standards may result in the assessment of penalties up to and including termination of the Agreement. AUTHORITY may waive the assessment of penalties during the first three (3) months at AUTHORITY'S sole discretion.

SECTION 12: INVOICES AND BILLING

The invoice for services rendered shall follow a format provided by AUTHORITY. All relevant back-up documentation, including monthly reporting, shall be included with the invoice. Invoices shall be submitted to AUTHORITY's Project Manager within ten (10) business days of the close of the billing cycle.

AUTHORITY shall remit payment within sixty (60) days of receipt and approval of each invoice. CONTRACTOR shall certify as accurate all information given to AUTHORITY. CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed under this Agreement on file for at least five (5) years following the date of final payment to CONTRACTOR by AUTHORITY. Any authorized representative of AUTHORITY shall have access to such records for inspection and audit.

CONTRACTOR shall be compensated for each passenger trip serviced. A passenger trip is defined as each time an OC ACCESS eligible rider completes a trip. Personal care attendants (PCA) and/or companions/guests do not count as passenger trips. CONTRACTOR, and any subcontractor, is encouraged to group trips when possible to enhance the overall efficiency of the service. CONTRACTOR shall be solely responsible for the payment and actions of any subcontractors and their employees when performing duties under this Agreement.

SECTION 13: FEDERAL, STATE AND LOCAL REGULATIONS

CONTRACTOR shall comply with all applicable Federal, State and Local laws and regulations in its management and operation of all services under this contract and its occupancy and use of the Irvine Construction Circle base including, but not limited to, those listed below. CONTRACTOR and any subcontractors shall comply with all FTA requirements related to the receipt of federal funds.

13.1 Americans with Disabilities Act

CONTRACTOR shall be fully knowledgeable of and at all times in full compliance with the requirements of 49 CFR 37, Transportation Services For Individuals With Disabilities. CONTRACTOR shall advise AUTHORITY of any issue relating to ADA compliance and shall consult and assist AUTHORITY to maintain full compliance at all times.

13.2 California Motor Vehicle Codes

Regulations on licensing and operation of vehicles are contained in the California Vehicle Code, California Administrative Code, Title 13 and the Federal Motor Carrier Safety Regulations.

AUTHORITY shall periodically audit for compliance with the Commercial Motor Vehicle Safety Program, including a) Ten Year Employment History, b) Pull Notice Program, c) Medical Certificate, d) Random Drug Testing Program and, e) Passenger Certification.

No CONTRACTOR employee, subcontractor employee or vehicle operator applicant shall be eligible to work on AUTHORITY's OC ACCESS service who has been convicted of violating speed laws more than once in eighteen (18) months or more than twice in thirty-six (36) months; has accrued one or more points in twelve (12) months, two (2) points in twenty-four (24) months, or three points in thirty-six (36) months; Motor Vehicle Record contains any two-point violation; or has an outstanding failure to appear or failure to pay violation.

13.3 Drug and Alcohol Program

CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act of 1988 and the USDOT drug testing regulations. Additionally, CONTRACTOR shall ensure that all subcontractors performing safety-sensitive tasks are subject to the same regulations.

Before the performance of this Agreement, CONTRACTOR shall establish and implement a substance abuse program following the current provisions of the federal drug and alcohol testing rules – USDOT 49 CFR Part 40, as amended (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and FTA 49 CFR Part 655, as amended (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations). CONTRACTOR shall establish compliance with USDOT 49 CFR Part 29 (Drug-Free Workplace Act of 1988) and California Government Code Sections 8350 et seq. (Drug-Free Workplace Act of 1990). Since the rules are periodically revised and amended, any plan adopted by CONTRACTOR shall be revised and amended accordingly to maintain compliance.

CONTRACTOR's drug and alcohol testing program shall be subject to periodic reviews by AUTHORITY and/or their designated representative. Program reviews serve as a part of AUTHORITY's assessment of program compliance. The reviews shall include a comprehensive review of program-related forms, documents, and procedures utilized by CONTRACTOR and its service agents, such as the Collection Site, Drug Testing Laboratory, Medical Review Officer, Substance Abuse Professional, and Consortium/Third Party Administrator (if applicable).

Identified program deficiencies and/or findings shall be immediately corrected. Corrective actions shall be identified in writing for AUTHORITY staff and or designated representative to review.

CONTRACTOR shall produce any documentation necessary to establish its compliance with the aforementioned regulations and permit any authorized representative of the USDOT or its operating administrations, the State of California oversight agency, or AUTHORITY and/or their designated representative to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655.

CONTRACTOR is responsible for submitting a quarterly Drug and Alcohol Testing Report using the current Drug and Alcohol Testing Management Information System (MIS) Data Collection Forms published by the FTA. The quarterly reports are due no later than the fifteenth (15th) of the month following the close of each quarter.

- 1st Quarter (Jan, Feb & Mar) – on or by April 15
- 2nd Quarter (Apr, May & Jun) – on or by July 15
- 3rd Quarter (Jul, Aug & Sept) – on or by October 15
- 4th Quarter (Oct, Nov & Dec) – on or by January 15

On an annual basis, no later than February 15th of each year following the close of the previous calendar year for review, CONTRACTOR shall:

Submit to AUTHORITY all required drug and alcohol testing data using the appropriate FTA prescribed forms; and provide USDOT certifications from the collection site for urine specimen collectors, Breath Alcohol Technicians, Screening Test Technicians, Medical Review Officers, and Substance Abuse Professionals.

13.4 California OSHA

CONTRACTOR shall comply with all California OSHA requirements including the requirement of SB 198 to develop and implement an employee Illness and Injury Prevention Plan. Additionally, CONTRACTOR shall ensure that all subcontractors comply with the same regulations.

13.5 South Coast Air Quality Management District (SCAQMD) Employee Commute Reduction Program

SCAQMD's Rule 2202 is designed to meet ambient air quality standards mandated by the Federal Clean Air Act. As an indirect mobile source emission control strategy it is intended to reduce vehicle miles traveled and increase the average vehicle ridership (AVR) of work-related trips. CONTRACTOR shall implement an Employee Commute Reduction Program (ECRP) which focuses on reducing work-related vehicle trips and vehicle miles traveled to a worksite to achieve and maintain the employers' designated AVR targets. CONTARCTOR shall comply with California Department of Industrial Relations and California Code of Regulations (CCR) Title 8 Standards.

SECTION 14: TRANSITION TO SUBSEQUENT CONTRACTOR

It is understood that the services to be performed involve an essential and federally-mandated public function required of all public entities which provide non-commuter fixed-route or rail service. Complementary paratransit service is provided to qualified individuals with disabilities who cannot ride an accessible fixed-route or rail service. Failure to provide the service, as required by 42 U.S.C. §12143 and the applicable regulations contained in 49 C.F.R. Part 37, is a violation of both federal and state civil rights of the riders. As such, performance to the level required and applicable law is critical.

CONTRACTOR's transition plan shall include details as to how the transition of the operation would be handled at the end of the term. Some areas to be addressed include, but are not limited to, driver retention during the transition period, allowing access to existing employees, and the handling of training records.

A detailed transition plan shall include, but is not limited to:

- Contracting/hiring and training schedules for drivers, call takers and dispatchers.
- Key dates and approach for service implementation during the transition period.
- Possible approaches, but not limited to:

- Turn-key implementation date (i.e. on the specific date all service responsibility is transferred).
- Phase-in implementation (i.e. service responsibility is transferred incrementally based on a proposed plan).

14.1 Transition Responsibilities

CONTRACTOR shall cooperatively participate in the transition of this service to a new contractor if necessary. Up to six (6) months before a new contractor starting, CONTRACTOR shall participate in meetings, provide all necessary records, and provide the new contractor reasonable access to employees, equipment, and property and other areas as deemed necessary by AUTHORITY's Project Manager.

A transition period is defined as the six (6)-month period before the contract expiration date and the thirty (30) days immediately following that date. CONTRACTOR shall participate in the smooth transition of service to a new contractor in such a manner as to ensure the transition results in minimum service disruption. AUTHORITY may waive penalties (excluding reporting requirements) under this SOW beginning one (1) calendar month before contract termination. During the transition phase, AUTHORITY shall conduct several meetings with CONTRACTOR and the new contractor to discuss specific project issues, records and vehicle transition events and the timing in which they must occur. As requested by AUTHORITY, CONTRACTOR shall make pertinent records available to both AUTHORITY and the new contractor within three (3) days of AUTHORITY's request.

Within sixty (60) days of the termination of this Agreement or any extension thereof, CONTRACTOR shall complete and submit all regular monthly reporting, prepare and submit any NTD reporting through the termination date of this contract, and box, label and convey to AUTHORITY all original documentation as directed by AUTHORITY. The new contractor shall be required to conduct a series of public meetings within the region throughout the start-up/transition period to hear and address rider concerns.

14.2 Use of Existing Operators and Staff

At the eventual termination of the agreement, CONTRACTOR shall facilitate the transition of staff that chooses to seek employment with the new contractor. Cooperation in furnishing drivers and/or the new contractor with copies of training records will be a requirement of this prospective agreement. These requirements are to ensure a smooth transition of service and to eliminate possible service disruption.

Pursuant to California Labor Code section 1070 et seq., AUTHORITY will grant an incentive of a ten (10) percent bidding preference to any CONTRACTOR who agrees to retain, for a period of at least ninety (90) days, employees of the existing service contractor, if awarded a contract. An "employee" is defined as any person who works for the existing service contractor, but does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation within the meaning of Labor Code Section 515(a) or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3).

CONTRACTOR has declared as part of its proposal that it will retain the employees of the existing service contractor for a period of not less than ninety (90) days. Each Offer shall conform with the requirements set forth in California Labor Code section 1070 et seq., which are summarized, in part, below.

Since CONTRACTOR has agreed to retain employees in accordance with California Labor Code section 1070 et seq., it must offer employment to those employees except for reasonable and substantiated cause, as specified. That cause is limited to the particular employee’s performance or conduct while working under the prior contract or the employee’s failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by successor CONTRACTOR.

If CONTRACTOR determines that fewer employees are needed than under the existing service contract, qualified employees shall be retained by seniority within the job classification. In determining those qualified employees, the successful CONTRACTOR shall require an employee to possess any license that is required by law to operate the equipment that the employee shall operate as an employee of the successful CONTRACTOR.

The existing service CONTRACTOR shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to any entity that AUTHORITY identifies as a bona fide CONTRACTOR at least 30 days prior to the Proposal due date. Nothing in this section requires the successful CONTRACTOR to pay the same wages or offer the same benefits provided by the existing service contractor.

An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successful CONTRACTOR in any superior court having jurisdiction over the successful CONTRACTOR. Upon finding a violation, the court shall order reinstatement to employment with successful CONTRACTOR and award back pay, including the value of benefits, for each day of violation.

In addition to these established requirements, CONTRACTOR shall submit to AUTHORITY a detailed explanation of the Health and Welfare benefits package offered to its employees. This should include any medical and/or dental insurance plans, and any other special programs offered.

SECTION 15: OC FLEX MICROTRANSIT SERVICE

15.1 OC Flex Service

Service provided shall only be offered in specific areas identified by AUTHORITY and included in ATTACHMENT 10. The OC Flex Zone can vary in size, from approximately six (6) to ten (10) square miles and includes a number of virtual stops and transit hubs that are identified in ATTACHMENT 10. Virtual stops are specific loading/unloading areas that act as bus stops for large locations such as shopping centers and gated communities. The goal of these virtual stops are to improve safety and service efficiency by having riders and drivers meet at a pre-determined location. Transit hubs are locations where passengers may transfer to other transit services. Both virtual stops and transit hubs shall be evaluated annually at a minimum and may be modified based on actual experience.

CONTRACTOR shall accept reservations via phone (i.e., using a call center). Payment may be made via the software package provided by CONTRACTOR at the time of reservation or the passenger may elect to pay for their trip upon boarding. AUTHORITY mobile app tickets and physical Day Pass tickets Metrolink mobile app tickets and physical pass shall be accepted. AUTHORITY reserves the right to set accepted fare types and will provide CONTRACTOR with one (1) week notice prior to adjustments.

Once the OC Flex trip has been scheduled, CONTRACTOR shall arrive to the scheduled pick-up location within an average time of twenty (20) minutes.

If the passenger is not present within two (2) minutes of the vehicle arriving at the designated pick-up location, the passenger shall be marked a no-show. The driver shall notify dispatch of the exact time and location before departing the location and proceeding to the next pick-up.

15.1.1 Fares

AUTHORITY reserves the right to set fares for all of its services. Currently, the fares for the OC Flex service will be as follows:

One-way fare:
- Cash fare: $5.00 per passenger
- App fare
  - $4.50 for one (1) rider
  - $4.50 for two (2) riders
  - $6.75 for three (3) riders
  - $9.00 for four (4) riders
- Metrolink pass: Free (trips to and from Metrolionk station)
- Amtrak pass: Free (trips to and from Metrolink station)
- OC Bus Day Pass and OC Bus 30-day Pass: Free

The passenger may elect to pay the fare through CONTRACTOR-provided mobile app at the time that the trip is requested. Passengers can also purchase a day pass using AUTHORITY'S mobile ticketing application and display the valid mobile ticket to the driver upon boarding. If the passenger has not paid their fare through CONTRACTOR-provided mobile app or AUTHORITY mobile ticketing application, the driver will collect the fare from the passenger(s) at time of boarding. Drivers are prohibited from accepting tips from passengers.

Actual fares collected on-board will be retained by CONTRACTOR and deducted from the monthly invoice based on reports from the scheduling/dispatch software noting actual fares received.

15.1.2 Operating Hours

CONTRACTOR shall provide service during the following days and hours with at minimum two (2) dedicated, 100 percent ADA-accessible vehicles per zone:

- Monday-Friday: 6:00am – 9:00pm
- Saturday, Sunday and Holidays: 9:00am – 9:00pm

Reservation center shall be open during the same times as the service hours shown above.

CONTRACTOR may expand or reduce the level of service during certain times and days based on demand. AUTHORITY may also adjust start and/or end times by up to three (3) hours based on demand. AUTHORITY shall provide CONTRACTOR with one (1) week notice prior to adjustments of hours. Hours for Holiday service will be confirmed by AUTHORITY at least one week prior to the holiday. For Holidays that impact demand on more than one day (i.e., Thanksgiving and Day after Thanksgiving, Christmas Eve and Christmas, New Year's Eve and New Year's Day), AUTHORITY may adjust OC Flex service hours on days surrounding holiday to better match demand.

No trips will be scheduled for pick-up before or after the times listed above unless directed by AUTHORITY in advance.

15.2 Service Standards/Key Metrics

AUTHORITY will monitor the quality of the OC Flex service using a combination of methods.

15.2.1 Productivity

The key metric for ridership will be boardings-per-hour. Data to calculate this measure will come from reports generated by CONTRACTOR. The target shall be six (6) or more boardings per RVH, but current experience shows productivity at just under three (3) passengers per boarding. In providing the OC Flex service, CONTRACTOR is required to monitor this indicator.

15.2.2 Customer Satisfaction

Customer feedback will be a valuable source of information on the quality of service provided. AUTHORITY has a standard customer comment process which will be used to receive and respond to customer comments, complaints, and compliments about the OC Flex service. CONTRACTOR shall be required to participate in AUTHORITY's customer comment process as follows:

- Customers shall be encouraged to contact AUTHORITY directly to submit comments about their experience on the OC Flex service through AUTHORITY's Customer Information Center.
- Once a comment is received, it is electronically filed and assigned to the CONTRACTOR for investigation and follow-up.
- CONTRACTOR shall investigate and respond to each comment within seven (7) business days from receipt of complaint and/or comment.
- All comment responses will be reviewed by AUTHORITY staff. AUTHORITY shall determine if the comment is valid or invalid. Validity determinations will be communicated to the CONTRACTOR.

In addition, AUTHORITY will survey riders to collect customer satisfaction information, in particular, the percent of passengers satisfied with the service. The target will be more than 90 percent of passengers will indicate that they are very or somewhat satisfied with the OC Flex service.

15.2.3 On-time Performance

On-time performance is key to the success of the OC Flex. The goal is to provide all trips within twenty (20) minutes of being scheduled. To ensure a twent (20)-minute response time, CONTRACTOR may need to use Spare (non-dedicated) Vehicle(s) provided by CONTRACTOR at certain times of the day to ensure continuous service. The RVH's incurred to ensure the twenty (20)-minute response time will be reimbursed by AUTHORITY with the required documentation. CONTRACTOR and AUTHORITY staff will review the use of the Spare Vehicles quarterly or when CONTRACTOR or AUTHORITY determine that adjustments are necessary, or if additional dedicated vehicle(s) should be added.

15.2.4 Shared Rides

The shared service standard measures the amount of riders sharing a vehicle while in transit. Shared rides includes trips scheduled with multiple riders and separate trips that share a vehicle at any point during their travel. The target will be 25% or more bookings sharing a vehicle.

15.2.5 Connecting Transit Trips

The connecting transit trips standard measures the amount of riders who travel on OC Flex using an OC Bus, Metrolink, Amtrak or other AUTHORITY approved transit pass. The target will be twenty five percent (25%) or more boardings using a valid transit pass as payment for OC Flex.

15.3 Vehicles And Maintenance

AUTHORITY will provide seven (7) dedicated accessible vehicles, specifically branded for the OC Flex service to CONTRACTOR for use on this service. CONTRACTOR shall provide Spare Vehicles to be used during peak demand periods or at times that the primary vehicles are unavailable for service due to unscheduled mechanical issues. Spare Vehicles are not required to be dedicated to the OC Flex service, but should be available at all times that the OC Flex is in operation to ensure twenty (20)-minute response times. When Spare Vehicles are used for OC Flex trips, they shall display an OC Flex window placard, visible to passengers. These vehicles will be inspected, approved, and accepted by AUTHORITY prior to use for the OC Flex service.

These vehicles may be sedans or accessible vehicles. CONTRACTOR shall identify all Spare Vehicles that will be used for this service. Spare vehicles may be taxi vehicles; if they are taxi vehicles, they must have all current permits/licenses as required by local regulations.

15.3.1 Vehicle Maintenance

CONTRACTOR shall be responsible for providing all maintenance for primary vehicles (AUTHORITY-provided) and spare vehicles. Vehicle maintenance on primary vehicles will be performed in a manner which fully complies with the manufacturer’s required service intervals. CONTRACTOR shall be required to use OEM replacement parts and fluids.

AUTHORITY will perform periodic inspections of vehicles utilized for the OC Flex service, as well as the preventive maintenance program.

15.3.2 Warranty

CONTRACTOR shall be responsible for the coordination of all warranty work on AUTHORITY vehicles assigned to CONTRACTOR and the administration of all warranty related paperwork with manufacturers. AUTHORITY reserves the right to direct warranty related repairs to dealerships, vendors or manufacturers that have demonstrated acceptable technical performance, superior customer service or have established previous quality working relationships with AUTHORITY. CONTRACTOR shall be financially responsible for any denied warranty caused by CONTRACTOR negligence or improper maintenance. CONTRACTOR shall obtain manufacturer authorization to perform warranty maintenance and shall transport vehicles at CONTRACTOR’s cost to an authorized warranty service provider.

AUTHORITY shall be responsible for the labor, parts, and material costs of repairing or replacing “major mechanical components” unless such repair or replacement is due solely to the negligence of CONTRACTOR. Major mechanical components shall be defined as the complete engine, transmission, and differential.

15.3.3 Tires

AUTHORITY will be responsible for the provision of replacement tires on primary vehicles. CONTRACTOR shall be responsible for the provision of replacement tires on Spare vehicles. Replacement tires will meet or exceed the vehicle manufacturer’s load specifications.

15.3.4 Accident Repairs

Damaged vehicles due to accidents shall be promptly reported and repaired by CONTRACTOR. In cases where major repairs (defined as damages in excess of One Thousand Dollars ($1,000.00) are to be performed, pre-approval is required by AUTHORITY Maintenance Administrator. All body and glass damages are the sole responsibility of CONTRACTOR and shall be repaired within thirty (30) days from the date of the accident or the date when the damage was first identified. If an extension of time is necessary, requests shall be submitted in writing to the designated AUTHORITY Maintenance Administrator. Consistent with AUTHORITY’s standards, vehicles with body damage other than minor scratches shall not be released for operation until repairs have been completed.

15.3.5 Road Calls

A road call is defined as an interruption in service due to a mechanical breakdown of a vehicle while in service. This includes repairs in the field, maintenance requests, and maintenance personnel performing vehicle exchanges.

In the event of a vehicle failure while in service, CONTRACTOR shall deploy an available Primary or Spare vehicle immediately upon notification to replace the failed vehicle to ensure the continuation of service. CONTRACTOR shall develop a plan that results in minimal service disruption, ensure passenger safety and on-time performance.

15.3.6 Vehicle Cleanliness

CONTRACTOR shall be responsible for performing vehicle cleaning, both internal and external, and must receive approval from AUTHORITY on the frequency. CONTRACTOR shall ensure cleaning/disinfecting practices meet or exceed CDC guidelines associated with COVID-19. CONTRACTOR is prohibited from operating Primary or Spare vehicles which have body damage (other than minor scratches), or graffiti, or to place any unauthorized decals, logos or markings of any type on AUTHORITY-owned revenue vehicles.

15.3.7 Fueling

The vehicles assigned for operation utilize gasoline fuel. AUTHORITY will supply fuel for primary vehicles (AUTHORITY-provided). CONTRACTOR shall be responsible for reporting any fueling related equipment problems that may occur during the fueling process. CONTRACTOR shall be responsible for any damage caused by employee negligence of any equipment related to the fueling procedures. CONTRACTOR is responsible for dispensing consumables in a safe manner and compliance with all applicable and governing regulations.

All vehicles are required to be fueled daily unless otherwise approved by AUTHORITY's Maintenance Administrator. A fuel handling policy shall be provided to effectively provide clear, concise directions to CONTRACTOR employees to provide them with a safe work environment when handling the different types of fuels. This applies to all employees involved in the receipt, storage, delivery, dispensing of fuel, or the de-fueling of vehicles.

CONTRACTOR shall be responsible for maintaining and monitoring product levels and for placing replenishment orders to ensure an adequate supply of fuel is available at all times for vehicle fueling purposes. Delivery paperwork shall include a completed and signed delivery slip and Bill of Lading. Fuel delivery documentation shall be given to AUTHORITY Maintenance Administrator upon receipt.

In the event of on-site vehicle fueling interruptions from equipment failures, gasoline supply issues, natural disasters or other emergencies, backup fueling shall be provided by AUTHORITY's emergency fueling contractor in the form of mobile fueling. Vehicles shall be fueled in their designated parking stalls and an on-site bar code system or equivalent system will be used for tracking fuel usage, accountability, and operational efficiency. Fuel delivery drivers shall check in with the maintenance, parts room or AUTHORITY's facility supervisor before dispensing fuel.

CONTRACTOR shall be responsible for the cost of any unaccounted or unauthorized fueling.

15.4 Training

CONTRACTOR shall ensure that all personnel assigned, including any subcontractor personnel, remain trained to proficiency as appropriate to their duties. Training shall be provided in a manner that conforms with all federal, state and local laws and ensures that AUTHORITY's contractual and operational objectives are met. CONTRACTOR shall establish and document the proficiency of its employees and any subcontractor(s), including, without limitation, test and observation results, and training undertaken and be prepared to demonstrate to the reasonable satisfaction of AUTHORITY that such level of training has occurred and is maintained.

CONTRACTOR shall ensure that personnel and subcontractors complete initial training before providing any service and that personnel and subcontractors receive continuous training, that is non-punitive, as appropriate to their duties, responsibilities, and requirements. CONTRACTOR shall also provide a retraining program for incidents (as determined by AUTHORITY) of non-compliance to AUTHORITY's policies and procedures for drivers.

15.4.1 Vehicle Operator (Driver) Training

CONTRACTOR Driver Training shall be developed in a manner that ensures Vehicle Operators shall provide safe and reliable service, maximizes customer service, and maximizes productivity. CONTRACTOR shall design all training programs in a manner that is delivered efficiently and conforms with all state and local laws and assures AUTHORITY's objectives and standards.

CONTRACTOR shall describe the hiring (or leasing/subcontracting relationship), screening and training process which will ensure that their drivers will be able to appropriately provide service to all passengers, including persons with disabilities.

The training program shall include specific course content or subject matter, and the number of hours of training to be provided. Training shall include, but not be limited to, empathy, sensitivity, service animals, wheelchair familiarization and securement practices. CONTRACTOR shall discuss how they will familiarize drivers with the skills necessary to provide the OC Flex service. Below is a list of other recommended training topics:

- Classroom defensive driving
- “Behind-the-wheel” defensive driving
- Vehicle and equipment familiarization
- Collision and incident reporting
- Harassment
- Drug & Alcohol Awareness Training
- Safe handling of blood-borne pathogens

CONTRACTOR shall provide a uniform to be worn by all OC Flex drivers when operating a vehicle for the OC Flex service that shall convey a professional image. Uniforms shall be neat, clean, pressed, and in good condition and proper fitting.

15.4.2 Phone Representative/Dispatcher Training

CONTRACTOR Phone Representative/Dispatcher Training shall be developed in a manner that ensures courteous and consistent service, and maximizes productivity. CONTRACTOR shall design all training programs in a manner that is delivered efficiently and conforms with all state and local laws and assures AUTHORITY's objectives and standards.

The training program must include specific course content or subject matter, and the number of hours of training to be provided. CONTRACTOR shall discuss how they will familiarize a Phone Representative/Dispatcher with the skills necessary to provide the OC Flex service.

15.4.3 Training Program Support and Reporting

CONTRACTOR shall maintain a record of all initial training, continuous training, and retraining completed by all CONTRACTOR employees, and any subcontractor(s) personnel, under this Contract. CONTRACTOR shall provide a copy of these records upon request of AUTHORITY or other compliance agencies (i.e. California Highway Patrol).

AUTHORITY reserves the right to require the revision of CONTRACTOR's training program(s) to comply with Federal, State, local laws, AUTHORITY policies and procedures, and ADA regulations. Training records are subject to random inspection and review by AUTHORITY. Failure of a CONTRACTOR employee, or any subcontractor personnel, to be trained and remain trained to proficiency may result in the removal from service and denial of payment for service provided. This includes having any necessary credentials, such as a valid driver's license or a medical certificate, when applicable.

CONTRACTOR shall notify AUTHORITY of an employee, or any subcontractor(s) staff, completing their initial training before performing any service. Additionally, CONTRACTOR shall notify AUTHORITY of any updates to credentials as they occur, including those of any subcontractor staff. CONTRACTOR shall maintain a list of all staff, including subcontractor(s), performing service and shall be updated and provided to AUTHORITY monthly. The list shall include, at a minimum, the following:

- Name
- Badge number
- Hire Date
- Date of CONTRACTOR certification
- First day of performing a safety-sensitive function (when applicable)
- California driver's license number and expiration date
- Medical certificate expiration date
- Pull notice record date (when applicable)

15.4.4 Safety Program

CONTRACTOR shall develop and implement a Safety Management System (SMS) plan that meets the guidelines of the FTA.

CONTRACTOR shall be required to establish a written Exposure Control Plan designed to eliminate or minimize employee exposure to Blood Borne pathogens and/or Bodily Fluids. CONTRACTOR shall provide any employee and any subcontractor(s) personnel that may come in contact with Blood Borne Pathogens or Bodily Fluids with appropriate training before starting their jobs.

CONTRACTOR shall maintain an incentive and safety program to support AUTHORITY's goal of providing safe and reliable service, maximizes customer service and productivity, and meets or exceeds AUTHORITY's objectives and standards. AUTHORITY supports the use of a safe driving program that includes meetings, incentives, as well as participation in a Rodeo Competition. These programs shall be detailed in writing and implemented routinely.

CONTRACTOR shall develop, implement, and maintain, in full compliance with California Labor Code Section 6401.7(a), a formal Illness and Injury Prevention Plan including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR's insurance carrier or other organization. CONTRACTOR shall provide a copy of the safety program, including evidence of complying with SB 198, and any subsequent updates to AUTHORITY.

15.4.5 Removal of Employees

AUTHORITY may require that any employee be removed from the project for excessive complaints, preventable accidents, preventable incidents, misconduct or inappropriate behavior. AUTHORITY has a zero-tolerance policy concerning misconduct, smoking in the vehicle inappropriate behavior and/or negligence resulting in harm to a passenger or significant property damage. If an allegation of this nature is received, CONTRACTOR shall remove the employee from service immediately pending investigation and resolution of the allegation to AUTHORITY's satisfaction.

Any CONTRACTOR employee or subcontractor personnel receiving four (4) or more valid complaints within a rolling six (6)-month period may be removed from the project. AUTHORITY shall notify CONTRACTOR of any person determined to be unsuitable.

15.5 Technology

A primary component of OC Flex shall be a mobile application that allows users to book and pay for OC Flex rides using their smart phones.

15.5.1 Mobile Application Requirements

The mobile device requirements for booking and purchasing OC Flex rides shall be as follows:

- CONTRACTOR shall make available a free download of a mobile application for the latest versions of both iOS and Android mobile operating systems, and the two prior versions of each.
- CONTRACTOR shall be responsible for delivering an off-the-shelf app that

has been used elsewhere, but that will be branded with artwork supplied and approved by AUTHORITY.

- The mobile application shall facilitate credit card and debit card transactions while being PCI compliant.
- The mobile application shall allow cash paying riders and AUTHORITY/Metrolink transfer riders to be able to book an OC Flex ride without providing credit card information.
- All OC Flex passes shall be freely available to purchase or activate at any time and shall expire the following day.
- A dispatch and driver console shall be provided as part of the mobile application solution. The dispatch console shall give AUTHORITY the ability to accept call-in bookings while the driver console shall be configured for use on an Apple iPad, which will be provided by AUTHORITY.

Contractor shall deliver a technical solution with the above requirements a minimum of one (1) month before OC Flex service begins. The micro-transit software shall be setup in the following configuration:

- Geo-fences for the Pilot Service Area
- Service Hours
- Allocation of Vehicles
- Transit Hubs and Virtual Stops

From an operations perspective, dispatchers will be able to log into one intuitive dashboard to monitor rides that are pending, in progress, or completed, and to schedule call-in riders to be added to the automatic routing and dispatch system. Each vehicle shall have an iPad mounted that will be used to automatically notify and direct a driver to a pick-up location. iPads and cellular service will be provided by and paid for by AUTHORITY.

Riders will be able to request rides via their mobile phone application and call center. Once a ride is booked, riders will stay informed with real-time tracking and will receive text messaging alerts when their ride is approaching.

In the event of a system-wide application outage, CONTRACTOR shall notify AUTHORITY Section Manager immediately and no later than two (2) hours of the outage. Technical support (2nd Level Support) for any application-related issues will also be provided by CONTRACTOR for AUTHORITY personnel use.

15.5.2 AUTHORITY Flex Service Workflows and Use-Cases

Operational Assumptions:

- Drivers will always check the pass of the rider who is getting on board
- If rider has invalid pass, and is unable to pay fare on board, rider will be denied boarding

- System will show all ‘pay on board’ and transfer rides as zero fare rides in the Admin console
- Reporting dashboards shall be adjusted to show ‘real fare collected’

Default/Fall-Back Booking Flow:

- Default Flow: Rider books a ride but has not yet selected a pass:
  - If Credit Card is on file:
  - Ride is booked at a cost of Four Dollars and Fifty Cents ($4.50) and in the background activate the OC Flex Pass
    - Upon completion of first ride, pass is active for rest of day and all subsequent rides are free
- If Credit Card is not on file:
  - Rider sees pop-up that asks them to add a Credit Card, but reminds them that they can also buy a “pay on board pass”

System Passes:

Internal Assumptions

- By default, all passes are purchasable at any time, and expire the following day
- All passes are freely available to purchase or activate in the Pass section of the app, with no additional validation required for any of them

Passes:

- OC Flex Pass:
  - Works as described in Default flow. Costs Four Dollars and Fifty Cents ($4.50), and is active for the entire day
- Pay on Board Pass: "Free," can be activated without adding Credit Card. Active for the day
  - Once active, rider presents pass to driver, then pays Five Dollars ($5.00) fare on board
  - If fare has been paid, driver marks rider as picked-up in app and marks trip sheet in vehicle
  - Driver provides an 'activated' day pass to the rider for use elsewhere in AUTHORITY network (or for second or third journey)
  - If fare cannot be paid, driver denies boarding
- Transfer pass: Like Pay on Board Pass, is free and can be activated without a Credit Card
  - Once activated, rider presents pass to driver, as well as the ticket they purchased on AUTHORITY or Metrolink
  - If valid, drivers marks rider as picked-up in app and marks trip sheet in vehicle
  - If not valid, rider must pay Five Dollars ($5.00) fare on board or be denied boarding

Call-In Method

Internal Assumptions:

- Riders can call dispatch at any time during active service to book a ride
- Riders do not require an account to call up
- All call-in bookings must be cash on board or transfers

Process

- Rider calls dispatch number and dispatch books ride through dispatch console
- Driver receives automated message letting them know that their next rider will be a call-in passenger and that the driver must collect fare or verify transfer pass
- Rider receives automated message letting them know that their vehicle is en-route, as well as details about their pickup point and driver
- Once vehicle arrives, rider pays fare on-board and receives activated day pass or shows driver an active transfer pass
- After ride is complete, rider receives text with link to download the OC Flex App

Reporting requirements (Financial):

- Transactional, Ridership and User System Reporting – Both canned and custom reporting with additional capabilities to automated direct data extracting
    - Transactional reports must segment or allow to filter between credit card transactions, cash transactions, and transfer transactions
        - Dates should reflect the time and date of the transaction
        - Credit card transaction must reconcile with the expected bank deposit for the daily revenues processed.
            - System must provide detailed transactional report of revenue total and subsequent fees assessed for each transaction.
            - System must provide a summary transactional report which is supported by the detailed transactional report
    - Ridership reports must have the ability to distinguish initial and subsequent rides utilizing the various forms of media
        - Transfers must be selectable by the operator and distinguishable in the system:
            - i.e. OC Bus Media pass types (day pass, 30 day pass, including mobile media), OC Flex Day Pass (issued on OC Flex), Promotional Item (TBD), and any future services that may be needed
    - AUTHORITY will have admin access to the reports database with no usage or ownership restrictions, in addition to full access to canned reports
    - Users access to be defined but must limit financial and personal identifying information to only a limited or segmented user group/individual.

    - If available, the ability to refund at an administrative on a virtual point of sale level should be limited.
    - Refunds or Courtesy fares should flow with the normal transactional work-flow and not be separated in separate reports or modules.

Payment processor requirements:

- Mobile ticketing solution may use their contracted payment processor to process credit card transaction, but Solution shall also support AUTHORITYFARE
- ’s current payment processor (Elavon or Braintree).
    - Funds must be deposited to AUTHORITY’s concentration account no later than twenty-four (24) hours after Initial transaction date and time
    - Preference is given to a gross deposit of the revenue collected, followed by an invoice of the assessed processed fees stipulated on the agreement.

Reporting requirements (General):

Daily Report - provides detailed performance of top operational metrics and quality of service metrics for a specific day, on an hour-by-hour basis.

Periodic Report - provides detailed performance of top operational metrics and quality of service metrics for a given period (days, weeks, or months).

Hourly Report - Advanced Analytics - provides detailed performance of top operational metrics and quality of service metrics on an hour-by-hour basis, aggregated or averaged over a specific period.

Requests Table - provides detailed data on every request logged in the system (as well as ride information if the request ended in a ride).

Top Operational Metrics

- Total Requests = Total requests made by riders
- Requests within service = Requests that happened during service hours
- Met Demand = Requests that didn't result in an error due to lack of supply
- Met Demand Rate = Met demand / requests within service
- Completed Rides = Total number of completed rides
- Completion Rate = Completed rides / requests within service
- Active Riders = Unique riders who completed a ride (New = riders with first ride in the defined period)
- Net Driver Hours = Total effective driver shift hours, from first terminal or assignment until the end of the shift, excluding breaks
- Utilization = Completed rides / net driver hours

Quality of Service Metrics

- Avg Pickup ETA = Average pickup ETA across all requests (among proposals displayed)
- Rider Acceptance Rate = Proposals accepted by riders / proposals displayed to riders
- Avg Ride Duration = Average ride duration from pickup to dropoff (among completed rides)
- Avg Ride Rating = Average 'star' rating for rides (given by riders)
- Avg Pickup Walk Distance = From origin location to planned pickup location (among proposals displayed)
- Aggregation Rate = % of time with more than one passenger on board (within total time with riders on board)

Ride Request details

- Date
- Request ID
- Rider ID
- Request Time
- Origin = coordinates of requested origin
- Destination = coordinates of requested destination
- Passengers = number of passengers requested
- Proposed Pickup ETA
- Proposed Pickup Walk Distance
- Request Status = details the result of this specific request (Completed ride, Rider Not Accepted, Cancel / No Show, Proposal Error, Payment Missing / Other Error, Out of Service Hours).
- Pickup Time
- Dropoff Time
- Ride Duration (Minutes)
- Ride Distance
- Ride Price
- Ride Rating

Marketing Promotions and Communications

The mobile application shall provide the ability to implement various marketing promotions and communications, such as:

- Promotional offers: Provide various promotional offers for specified periods of time, such as buy one get one free, group rides at a discounted rate, free pass promotion, discounted ticket purchases.
- Push notifications: Ability to send push notifications to customers within the app.

- Email: Ability to utilize email database from created accounts to send customers email communications.
- In app messaging: Ability to provide pop up communications within the app to provide customer communications.
- Metrics: Ability to track user behaviors such as type of purchase, frequency of use, etc.

15.5 Additional Reporting Requirements

15.5.1 Daily and Monthly Operating Reports

CONTRACTOR shall prepare and submit a separate OC Flex Monthly Operating Report by the tenth (10th) business day of the following month. Monthly Operating Report information shall include:

Trip Level Detail Report

- Trip origin and destination
- Pick-up and drop-off times
- Pick-up and drop-off odometer readings for each trip (VSM) and total mileage, number of passengers, including companions, personal care attendant, children, and service animals, if any
- Number of trips provided
- Number of wheelchair trips provided
- Information detailing all trips which were marked as a no-show (passenger address, scheduled pick-up time, driver arrival time)
- All trips cancelled prior to driver arrival
- Self-report any performance or customer service issues from the prior month
- Fare types and total amount collected (i.e. Cash, OC Flex App, OC Bus Transfer, Metrolink, etc.)

Accident/Incident Reports

CONTRACTOR shall prepare a monthly summary of all accidents and incidents that occurred during the month. CONTRACTOR shall ensure that all accidents and incidents, including those involving a subcontractor, along with any required supporting documentation, are reported to AUTHORITY immediately and no more than two (2) hours from the time of occurrence.

This log shall include, at a minimum, the following information:

- Date of Accident/Incident
- Time of Accident/Incident
- Day of Week of Accident/Incident
- Vehicle Number

- Operator Name
- Operator Badge Number
- Hire Date
- Name of Road Supervisor Who Reported to the Scene
- Badge of Road Supervisor Who Reported to the Scene
- Whether the Accident/Incident was Preventable
- Passenger Injuries
- Whether the Operator was Drug Tested

SECTION 16: TERMS AND DEFINITIONS

As used throughout this SOW and Attachments, the following terms shall have the meanings set forth below:

¾ Mile Service Corridor: An area extending ¾ of a mile, in each direction, from an operating fixed route or rail service.

Accident: Any occurrence where an AUTHORITY owned or operated vehicle, or vehicle operated in AUTHORITY service, makes physical contact with any other vehicle, person or object or; any occurrence where any other vehicle makes contact with another vehicle, person or object within 100 feet of an AUTHORITY-owned or operated vehicle or; any situation that could result in legal liability on the part of AUTHORITY.

ACD: Automatic Call Distribution system.

Advanced Reservation: The process of accepting trip requests before the requested service date. ADA requires a reservation for complementary paratransit service with one day notice. AUTHORITY's OC ACCESS service accepts reservations one to three days in advance.

AVL: Automatic Vehicle Locator system.

Batch Scheduling: A method of scheduling whereby a group of trips is scheduled onto runs (routes) through a process of matching pre-scheduled subscription trips to a run template, then automatically "batch scheduling" demand trips onto the runs utilizing automated scheduling software.

Cancel at Door (CD): An occurrence where the customer makes contact with the driver when he/she arrives at the pick-up location and cancels the trip. For tracking purposes, a "cancel at the door" and a "no-show" are treated in the same manner.

Conditional Eligibility: OC ACCESS eligibility status granted to those passengers who may sometimes have the ability to ride accessible fixed-route service.

Contingency Vehicle: Revenue vehicles placed in an inactive fleet after reaching the end of their normal minimum useful life.

Curb-to-Curb Service: A type of paratransit service where, on both the origin and destination end of the trip, the operator gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than fifteen (15) feet from the vehicle. Curb-to-Curb service is AUTHORITY's standard for OC ACCESS Service.

Daily Vehicle Inspection Report: The Daily Vehicle Inspection Report documents the condition of the vehicle before leaving the yard or terminal for revenue service.

Deadhead: For paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from yard to first pick-up, from the last drop-off back to the yard when released by the dispatcher, travel during operator breaks and other "out of service" times and travel between scheduled pickups and drop-offs.

Demand Booking: A service request for a single trip, or round trip, on a particular service day (as opposed to a recurring, subscription trip request). Also known as Next-Day Service.

Door Service: Service in which the operator gets out of the vehicle and meets/escorts the passenger to or from the door or threshold of a residence, building, or main lobby of a public building. This could occur at the trip's origin and/or destination. Door Service cannot be provided for those individuals whose pick-up or drop-off locations would cause the operator to lose sight of the vehicle or where the assistance by the operator may pose a direct threat to the health and safety of others. Operators may never enter a rider's residence.

Dwell Time: The amount of time spent at each pick-up location waiting for boarding passengers. A vehicle arriving for an on-time pick-up shall wait for a minimum of five (5) minutes for a rider to appear and board the vehicle before initiating the no-show process. During the required Dwell Time, it is expected that the operator will attempt to make contact with the rider and will notify dispatch that the rider has not appeared.

Eligibility Appeal: The process where a person who has been determined to be ineligible for OC ACCESS service may have the decision reviewed.

Eligibility Denial: A person that has been determined to be ineligible for OC ACCESS service because they do not meet the criteria established under ADA guidelines.

Excessively Early Trip: A trip on which the vehicle arrives more than sixty (60) minutes before the scheduled arrival time.

Excessively Late Trip: A trip on which the vehicle arrives more than thirty (30) minutes past the pick-up window and the customer takes the trip.

Fare: The revenue received from transporting a rider, and at times, a companion. PCAs are not charged a fare. Fare may be provided in the form of cash or coupons.

Fare Evasion: The unlawful use of transit facilities by riding without paying the applicable fare.

Incident Report: A report that describes the details of an incident, accident, or situation.

Gate Hours: All accrued hours, or portions of an hour, from the time a vehicle pulls out of the yard to go into revenue service until the time it pulls back into the yard.

Gate Miles: All accrued mileage from the time a vehicle pulls out of the yard to go into revenue service until the time it pulls back into the yard.

Incident: Any event or episode on or within 100 feet of an AUTHORITY-owned or operated vehicle that requires the operator to disrupt normal operations of the vehicle or has the potential to generate a customer comment. Incidents are to be reported on an AUTHORITY approved incident report form to document situations, especially crimes, customer relations problems, or other extraordinary events that occur on or near the vehicle and does not involve personal injury or property damage.

Late Cancellation (CL): A scheduled passenger who does not call the OC ACCESS reservation center to cancel their trip at least one hour before their Scheduled Pick-up Time.

Late Trip (arrival): An occurrence where the vehicle arrives after the scheduled arrival time.

Late Trip (pick-up): An occurrence where the vehicle arrives for the pick-up after the end of the scheduled pick-up window and the passenger takes the trip.

Loaded Schedule: A schedule in the Trapeze PASS scheduling software that is activated for viewing and scheduling activities in the schedule server. Schedules are generally loaded based on the number of days in advance that the service accepts booking (service) requests.

Major Mechanical System Failure: Failure of a mechanical element of a revenue service vehicle that prevents the vehicle from completing a scheduled revenue trip or proceeding to the next revenue trip because the factual movement is limited because of safety concerns.

Miles Between Road Call: The average distance in miles that a transit vehicle travels before the failure of a vital component forces removal of the vehicle from the service.

Missed Trip: Any trip for which the vehicle arrives after the end of the scheduled pick-up window and the customer does not take the trip or any trip for which the vehicle does not dwell for the required amount of time and the customer does not take the trip.

Negotiated Time: The time negotiated with a client, within ADA and AUTHORITY guidelines, for pick up. A trip time may be negotiated within sixty minutes before or after the time requested by the customer while considering rider travel constraints.

Non-Revenue Vehicle: A vehicle used to support revenue vehicle operations that are not typically used to carry transit passengers. Types of Non-Revenue Vehicles include supervisor vehicles, driver relief vehicles, staff cars, and maintenance vehicles.

No-Show (NS): A scheduled passenger who does not appear at the designated pick-up location for vehicle boarding within 5 minutes of on-time vehicle arrival.

OC ACCESS: OC ACCESS service is AUTHORITY's paratransit service that began operating in October 1993. OC ACCESS is a curb-to-curb service, for travel within areas comparable to AUTHORITY's fixed-route services (service area determined by AUTHORITY), for persons who have been certified as ADA eligible.

On-Time Performance (OTP) for Arrival: The proportion of the time that a transit system arrives within the quoted arrival on-time window. OTP will be documented and reported on the On-Time Performance Report.

On-Time Performance (OTP) for Pick-up: The proportion of the time that a transit system arrives within the quoted pick-up on-time window. OTP will be documented and reported on the On-Time Performance Report.

On-Board Time (travel time): The amount of time a passenger spends on the vehicle from the point of pick-up to the point of drop-off.

On-Time Arrival: A vehicle shall be considered "on-time" if it arrives at the scheduled drop off location within the designated arrival window. The arrival window is expressed as thirty (30) before to zero (0) minutes from the Scheduled Arrival Time.

On-Time Pickup: A vehicle shall be considered "on-time" if it arrives at the designated pickup location within the designated pick-up window. The pick-up window is expressed as zero (0) to thirty (30) minutes after the Scheduled Time. A vehicle may arrive up to 10 minutes before the Scheduled Time, and, if the customer boards, the trip will be considered as "on-time."

Other Mechanical System Failures: Failure of mechanical elements that, because of local agency policy, prevent the revenue vehicle from completing a scheduled revenue trip or from proceeding to the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of Other Mechanical System Failures include breakdowns of fareboxes, wheelchair lifts, heating, ventilation, and air conditioning and other problems not included in Major Mechanical System Failure.

Passenger: Any person transported on a revenue service vehicle.

Passenger Miles: A measure of service utilization, which represents the cumulative sum of the distances ridden by each passenger. For example, ten passengers riding in a vehicle for two miles equals 20 passenger miles.

Passenger Trip: A passenger trip is defined as each time an eligible OC ACCESS rider boards a vehicle operating in revenue service and is dropped off at their desired location. Personal Care Attendants (PCA) and Companions / Guests do not count as passenger trips.

Pick-Up Window: The pick-up window is a thirty-minute window, expressed as zero (0) to thirty (30) minutes after the Scheduled Pick-up Time.

Polygon: An enclosed area (layer) on the system map within the Trapeze PASS scheduling software that identifies the system and ADA service areas.

Pre-trip Inspection: The driver of a vehicle that is entering revenue service is required to inspect the interior and exterior condition of the vehicle before entering operations. This inspection is to be documented on the DVIR.

Pull Notice Program: Vehicle Operators are required to be enrolled in the DMV Pull Notice Program, which provides automatic notification when a conviction, accident, or other action is posted to a driver's DMV record.

Reasonable Modification: A reasonable modification for OC ACCESS complementary paratransit services is a modification to the policies, practices, or procedures that is requested by an eligible rider to ensure they can use the service.

Red Tagged: A vehicle that does not meet AUTHORITY's safety requirements or standards is issued a Red Tag and may not be placed into service until defects are corrected, a form is signed, and repairs are approved by AUTHORITY.

Requested Time: A pick-up or drop off time requested by the customer at the time that they make the booking.

Report Time: The time allowed for an operator to report to the dispatcher, obtain instructions for the run, locate the revenue vehicle he/she is to operate and depart the operating station to undertake the run.

Revenue Service: The time a vehicle is available for passenger transport within the hours of service.

Revenue Vehicle: A vehicle authorized to be used in providing transportation service for passengers.

Revenue Vehicle Hour (RVH): A Revenue Vehicle Hour shall be defined as any sixty-minute increment of time or portion thereof, that a vehicle is operating on an emergency assignment (including the time traveling to/from a designated location). Revenue Vehicle Hours, for all services, shall exclude any meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident.

Revenue Vehicle Mile (RVM): Revenue vehicle odometer reading is taken from the location that the vehicle begins revenue service to the location that the vehicle ends revenue service, excluding mileage incurred during meal breaks, service breaks, and mechanical breakdowns.

Ride Time (travel time): Ride time is the amount of time that a passenger spends on the vehicle. The current standard, under normal conditions, is that a passenger shall not be scheduled on a vehicle for more than 90 minutes from pick-up to drop-off. For very long rides, the passenger's onboard time should not be more than thirty (30) minutes longer than the comparable fixed route travel time at that time of day, including walking time to and from the bus stops, and time spent transferring between buses. CONTRACTOR shall ensure that no pattern of excessive passenger ride time develops.

Safety Management Systems (SMS): A safety management system (SMS) is a management system designed to manage safety elements in the workplace. It includes policy, plans, procedures, organization, responsibilities and other measures. SMS is a comprehensive, collaborative, proactive, and a data-driven approach to managing safety, thus bringing management and labor together to: better control risk, timely detect and correct safety issues, effectively share and analyze safety data, and precisely measure safety performance

Same Day Cancel (CS): An occurrence where the customer calls and cancels their trip more than one (1) hour before the Scheduled Pick-up Time on the day that the service is to be provided.

Same-Day Taxi service: Same-Day Taxi Service is a demand-responsive service available to individuals with OC ACCESS eligibility for trips within Orange County. This service is designed to be an alternative to OC ACCESS for eligible individuals who desire same-day service. Unlike OC ACCESS trips, Same-Day Taxi is a premium service where trips may be provided outside of the OC ACCESS service area. Days, hours, and availability of the Same-Day Taxi Service will be limited and will be defined by AUTHORITY.

Scheduled Time: Shall be defined as the promised trip time stated to the customer during the reservation process. A Scheduled Time cannot be changed unless approved by the customer by telephone.

Slack Time: Any time when a revenue vehicle in paratransit service is available for passenger transport, there are no passengers on board, and the operator is not en route to the next scheduled pick-up.

Subscription Booking: Trip requests that are scheduled on a recurring daily or weekly basis. A subscription does not require the passenger to call in their request for each trip; only to cancel for one or more days. Also known as Subscription Service.

Subcontractor Service: Service provided by taxi and/or other subcontractor providers is designed to provide additional capacity to AUTHORITY's dedicated OC ACCESS service fleet, to increase peak-hour service capacity, manage AUTHORITY resources and increase system productivity.

Temporary Eligibility: OC ACCESS service eligibility status granted, for a limited time, to an individual who cannot independently use fixed-route service due to a temporary disability.

Trapeze PASS: Paratransit scheduling software utilized by AUTHORITY's OC ACCESS service to process, qualify, schedule and dispatch service requests.

Triangulation: A method used to calculate the distance between two points by drawing straight lines and right angles. This method is most frequently used to give a more accurate calculation of the distance a vehicle will travel than the straight method.

Trip-By-Trip Eligibility: OC ACCESS eligibility status granted to those passengers who can use fixed-route service for some trips but require paratransit service for other trips.

Trip Denial: Under the guidelines established by the ADA and AUTHORITY, CONTRACTOR shall negotiate trip times with a customer within sixty (60) minutes before or after the time requested by the customer. If an available trip cannot be identified that meets the ADA and OC ACCESS policy, the request is to be considered a Trip Denial. If a customer cancels a previously scheduled trip as a result of the trip denial, that trip will also be marked as a trip denial. In addition, if the customer is offered and accepts a pick-up time more than 60 minutes from their requested time, this trip will still be counted as a Trip Denial.

Trip Refusal: Under the guidelines established by the ADA and AUTHORITY, CONTRACTOR shall negotiate trip times with a caller within sixty (60) minutes before or after the time requested by the caller. If a trip is available that meets the ADA and OC ACCESS policy and the caller does not accept the available trip, the request is to be considered a Trip Refusal.

Unrestricted Eligibility: Unrestricted OC ACCESS eligibility status granted to persons who cannot independently use fixed-route service due to disability.

Unscheduled Booking: A trip request (booking) that has not yet been scheduled onto a vehicle/run.

User Error Cancel (CE): An occurrence where a booking is canceled because of an operator, scheduler or other error.

Violation: In Trapeze PASS, a transgression of, or failure to comply with, a rule of obligation that has been programmed into the system.

ATTACHMENTS 1 THRU 10

Database and Tag Instructions for Found Articles

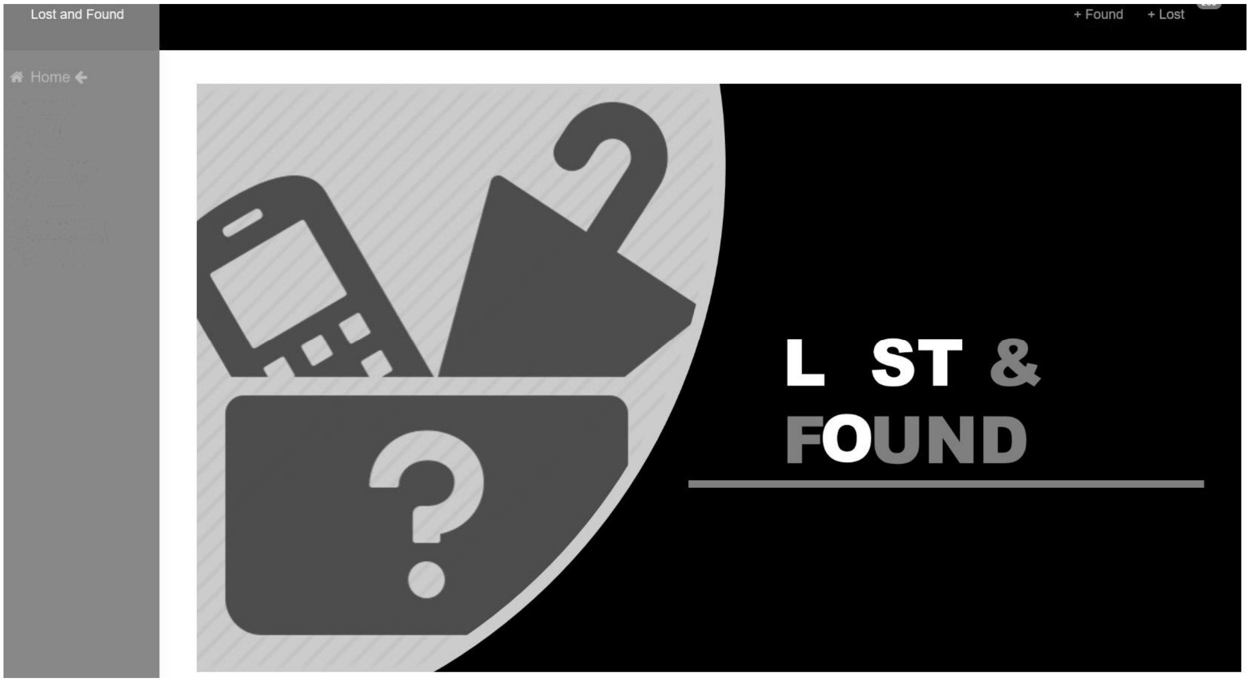
Using the Lost and Found Inventory Database

Logon to the OCTA Lost and Found Inventory Database

a) Enter the Lost and Found URL into your web browser menu bar.

   i) http://lostandfound/

b) If requested, enter your username and password.
NOTE: The updated database will attempt to automatically identify and use your network logon information whenever possible.



Database system functions and capabilities are permission based. Depending on your need, you may not have access to all areas of the database system. If there is an area of the system that you need access to but cannot access, please notify the Lost and Found Program Manager at LostAndFound@octa.net.

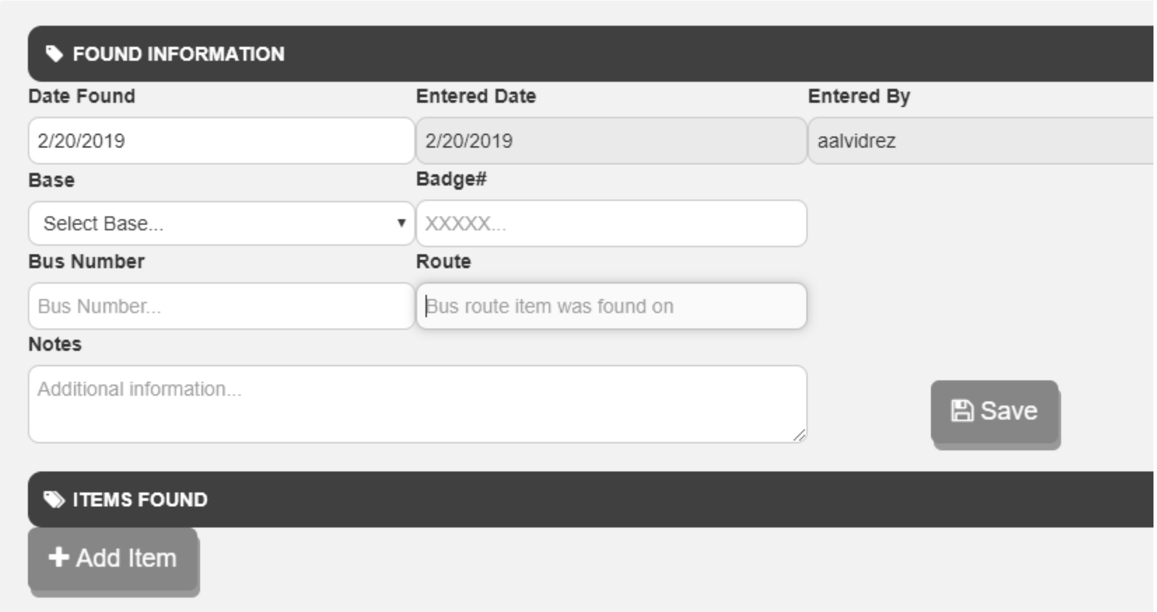
Database and Tag Instructions for Found Articles

Register a found item into the Lost and Found Database

Select “Found” from the menu options (Left side of the screen)

FOUND (LOCATION INFORMATION)

a) Enter the found date.
    i) Date found, Date Entered, and Entered By are pre-populated. If the item was found on a different date, select the correct date from the pop-up calendar.
b) Enter the Base.
c) Enter the Operator Badge Number.
    i) Contracted Maintenance and Service Workers may enter “9999” if no OCTA badge number is assigned.
d) Enter the Bus Number
e) Enter the Route Number
f) Enter any Additional Information related to the found location



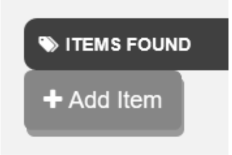
Date Found: 2/20/2019
Entered Date: 2/20/2019
Entered By: aalvidrez

FOUND INFORMATION
Base
Select Base...
Badge#
XXXXX...
Bus Number
Bus Number...
Route
Bus route item was found on
Notes
Additional information...
Save
ITEMS FOUND
+ Add Item

After entering the found information (Location), enter the items found by adding a sub-record for each article believed to belong to the same customer (see next section).

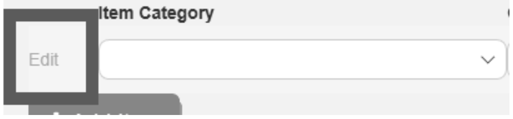
Database and Tag Instructions for Found Articles

ARTICLES FOUND (ITEM INFORMATION)

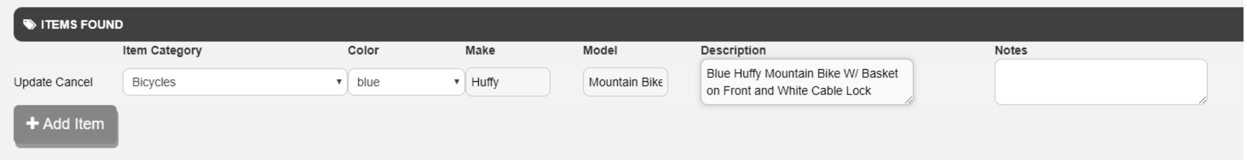

ITEMS FOUND
+ Add Item

Select "Add Item" to enter an item

Add item(s) to the found record


Edit
Item Category

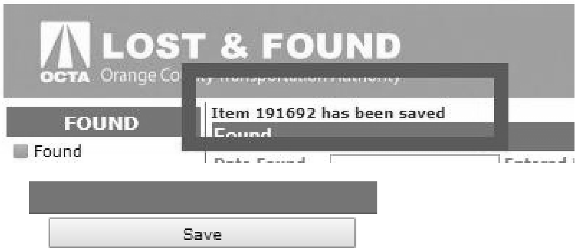
i) Select Edit
ii) Enter the Item Category
iii) Enter the Item Color
iv) Enter the Item Make
v) Enter the Item Model
vi) Enter a detailed Item Description; including item contents (i.e., backpacks), condition of item, peripherals (i.e., phone case) and customer name (if known).
vii) Select "Update" (the record must be updated prior to saving)
viii) Repeat Add Item and Edit/Update Item steps as many times as necessary to document all items found believed to belong to the same customer.


ITEMS FOUND
+ Add Item

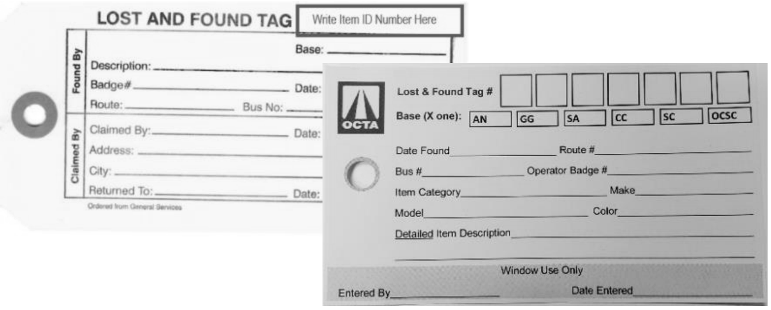
	Item Category	Color	Make	Model	Description	Notes
Update Cancel	Bicycles	blue	Huffy	Mountain Bike	Blue Huffy Mountain Bike W/ Basket on Front and White Cable Lock	

ix) Save the Record

The system will generate a unique Item Found (record) id number for the item(s). Write this number on the top-right corner of the Lost and Found Tag(s) associated with the item(s) entered.


LOST & FOUND
OCTA Orange County Transportation Authority
FOUND
Found
Save

Item 191692 has been saved


LOST AND FOUND TAG
Write Item ID Number Here
Base:
Found By
Description:
Badge#
Date:
Route:
Bus No:
Claimed By
Claimed By:
Date:
Address:
City:
Returned To:
Date:
Ordered from General Services
OCTA
Lost & Found Tag #
Base (X one):
AN
GG
SA
CC
SC
OCSC
Date Found
Route #
Bus #
Operator Badge #
Item Category
Make
Model
Color
Detailed Item Description
Window Use Only
Entered By
Date Entered

Make sure to recheck the FOUND DATE after adding all items and before saving the record (if the found date is not the current date). Sometimes, the found date reverts back to the current date once the item(s) is/are saved. Just change it back to the correct FOUND DATE before saving the record, if necessary.

Database and Tag Instructions for Found Articles

FASTENING TAGS TO ARTICLES

After entering the item into the database and writing the item reference number onto the completed Lost and Found tag, fasten the Lost and Found tag to the found item(s) using a rubber band, tape or safety pin.

a) Tags may be fastened to very small items, like an ID Card, earing, single key, etc. by taping the item to the back of the tag or placing the item in an envelope or storage bag.

   i) If an ID is taped to the back of the tag, please tape with the photo and name facing outward so that it may be easily viewed (not inward facing the tag).

b) Tags may be fastened to smaller items like cell phones, wallets, water bottles, books, folders, glasses, small purses, etc. by placing a rubber band around the tag and the item.

c) Tags may be fastened to larger items like backpacks, large purses, bicycles, etc. by looping a rubber band through the punched hole on the tag, then looping the tag around a strap or bicycle handlebars, then back through the rubber band*.

   i) * When looping a rubber band through the tag or looping the tag through the rubber band (around the item) be careful to pull on the rubber band and not the tag; to prevent tearing the tag. Should you tear the tag, the tag may be taped or stapled to the rubber band.

d) After fastening the tag to the found item place items into the Lost and Found Transport Bag as follows:

   i) Smaller items and items of value (cell phones, wallets, keys, rings, watches, etc.) should be placed in the security bag. The locked security bag should then be placed inside the Lost and Found Transport Bag.

Database and Tag Instructions for Found Articles

ii) Medium-sized items (purses, books, notebooks, water bottles, makeup bags, small backpacks, small lunch bags, etc) should be placed into the Lost and Found Transport Bag.

iii) Larger items (large backpacks, duffle bags, bowling balls, scooters, skateboards, etc.) may be placed next to (but not stuffed into) the Lost and Found Transport Bag. Stuffing large and/or heavy items into the transport bag may make them more difficult to carry for transport.

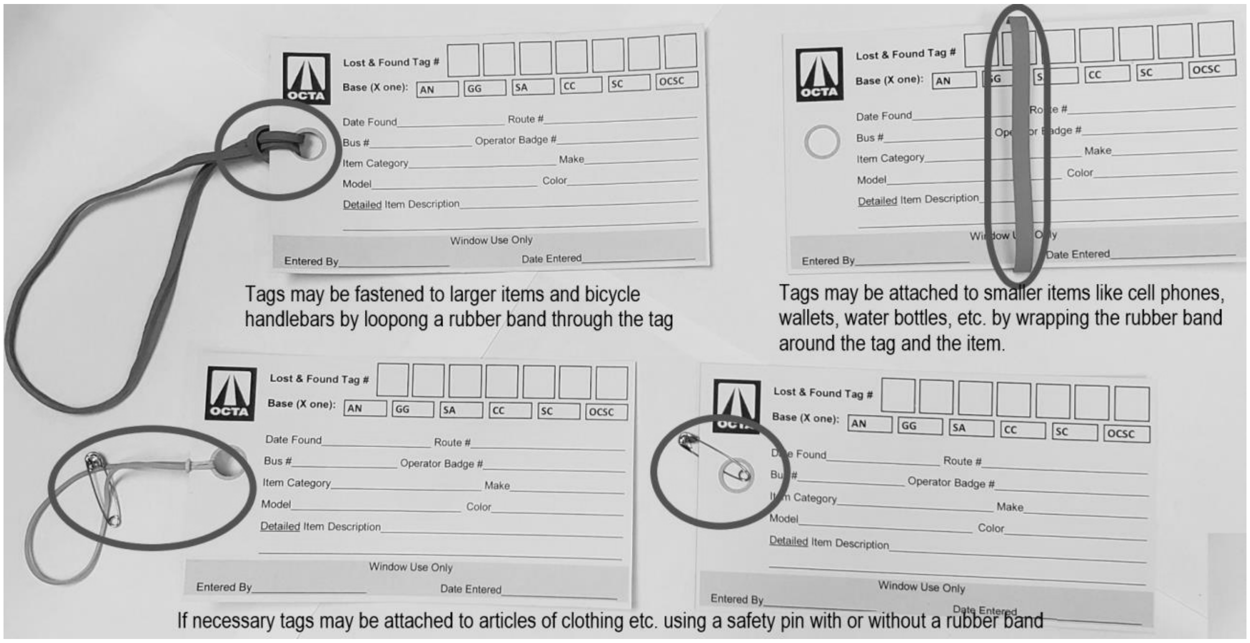
iv) Bicycles should be locked with a cable lock in the designated storage area or locked in a secure storage room as designated by your work site.

v) Plastic Bags – Lost and Found may provide medium sized plastic bags for Lost and Found use as deemed appropriate. If using a plastic bag, please insert the Lost and Found tag inside the bag facing outward (so it may be read) or tape the tag to the outside of the bag.

Should you have any questions regarding any lost and found policy, practice, or process, or need replacement tags or supplies, please email Lost and Found at lostandfound@octa.net.

Database and Tag Instructions for Found Articles

TAG EXAMPLES


Lost & Found Tag #
Base (X one): AN GG SA CC SC OCSC
OCTA
Date Found
Route #
Bus #
Operator Badge #
Item Category
Make
Model
Color
Detailed Item Description
Window Use Only
Entered By
Date Entered

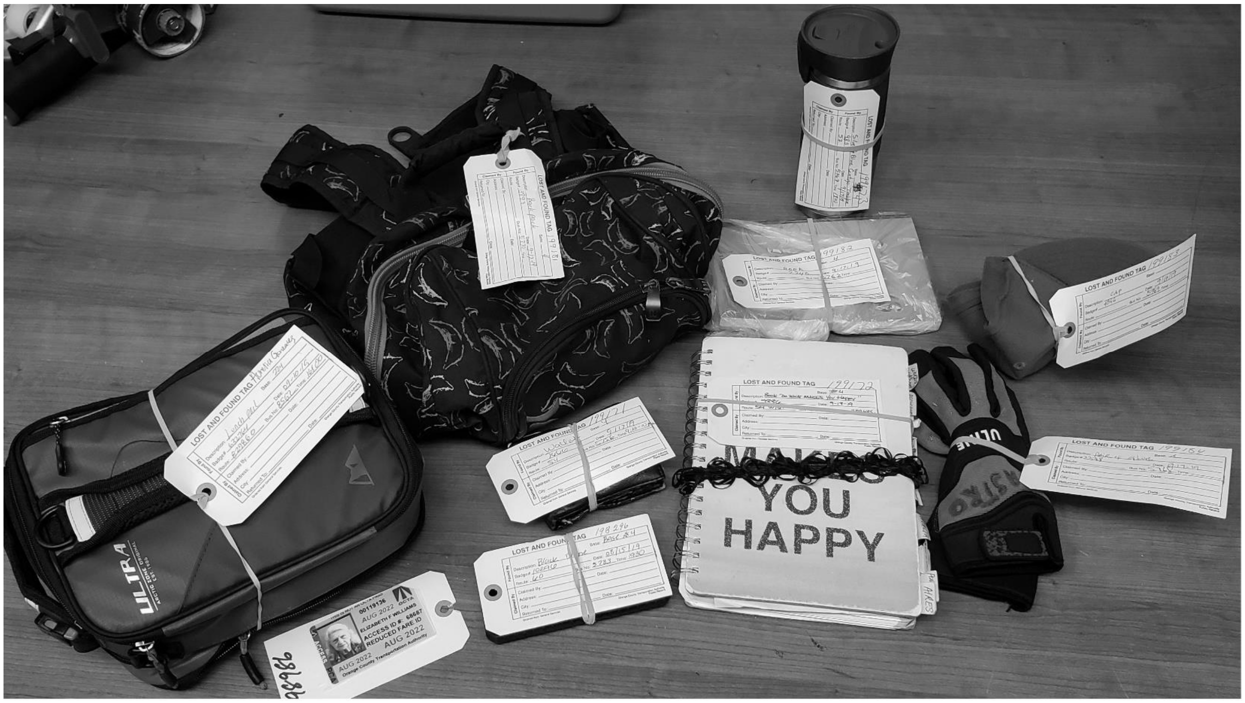
Tags may be fastened to larger items and bicycle handlebars by loopong a rubber band through the tag

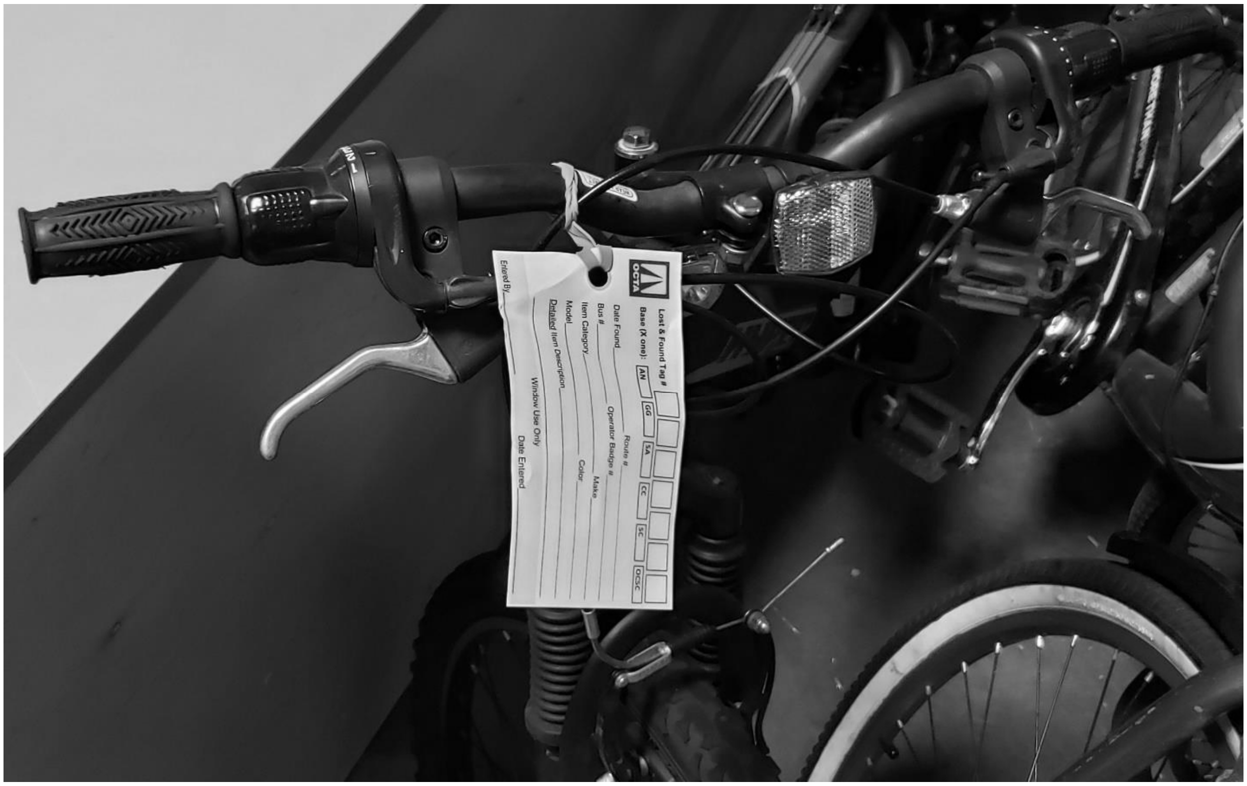
Tags may be attached to smaller items like cell phones, wallets, water bottles, etc. by wrapping the rubber band around the tag and the item.

If necessary tags may be attached to articles of clothing etc. using a safety pin with or without a rubber band

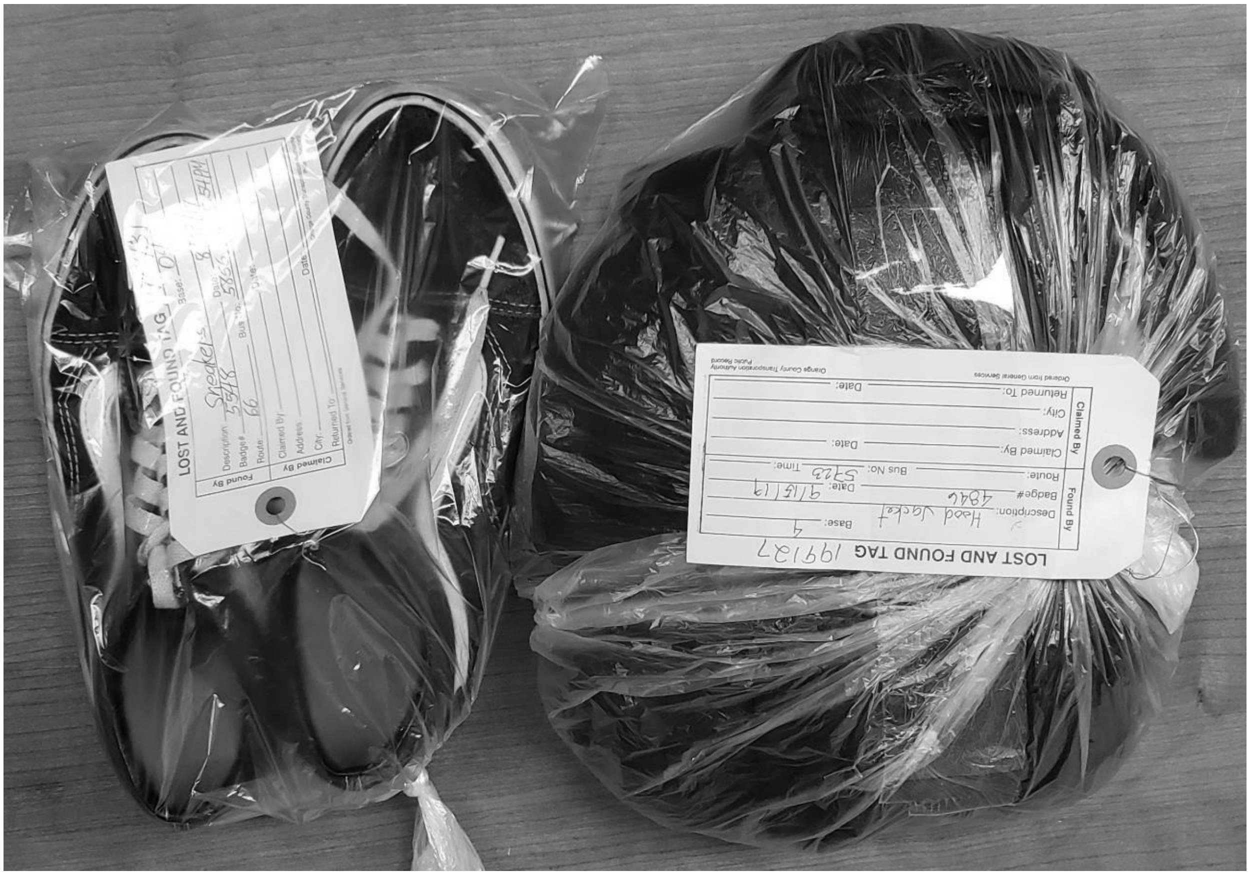
LOST AND FOUND TAG
Battlefield of the
JOYCE MEYER

Database and Tag Instructions for Found Articles


LOST AND FOUND TAG
MAKE YOU HAPPY
ULTRA


OCTA
Lost & Found Tag #
Base (X one)
AN
GG
SA
CC
SC
OCSC
Date Found
Route #
Bus #
Operator Badge #
Item Category
Make
Model
Color
Detailed Item Description
Window Use Only
Entered By
Date Entered

Database and Tag Instructions for Found Articles



LOST AND FOUND TAG
Found By
Description: Sneakers Date: 8
Badge# 5518 Bus No: 5856
Route: 66 Date:
Claimed By
Claimed By:
Address:
City:
Returned To: Date
Ordered from General Services

LOST AND FOUND TAG 199127
Found By
Base: 4
Description: Hood Jacket
Badge# 4846 Date: 9/15/19
Route: Bus No: 5723 Time:
Claimed By
Claimed By: Date:
Address:
City:
Returned To: Date:
Ordered from General Services
Orange County Transportation Authority
Public Record

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

OCTA

OC ACCESS

County Trans
OPERATED BY:
MV PUBLIC TRANSPORTATION, INC.

TRANSPORTATION
Orange County Transportation Authority
8728
OC ACCESS

8728
portation Authority

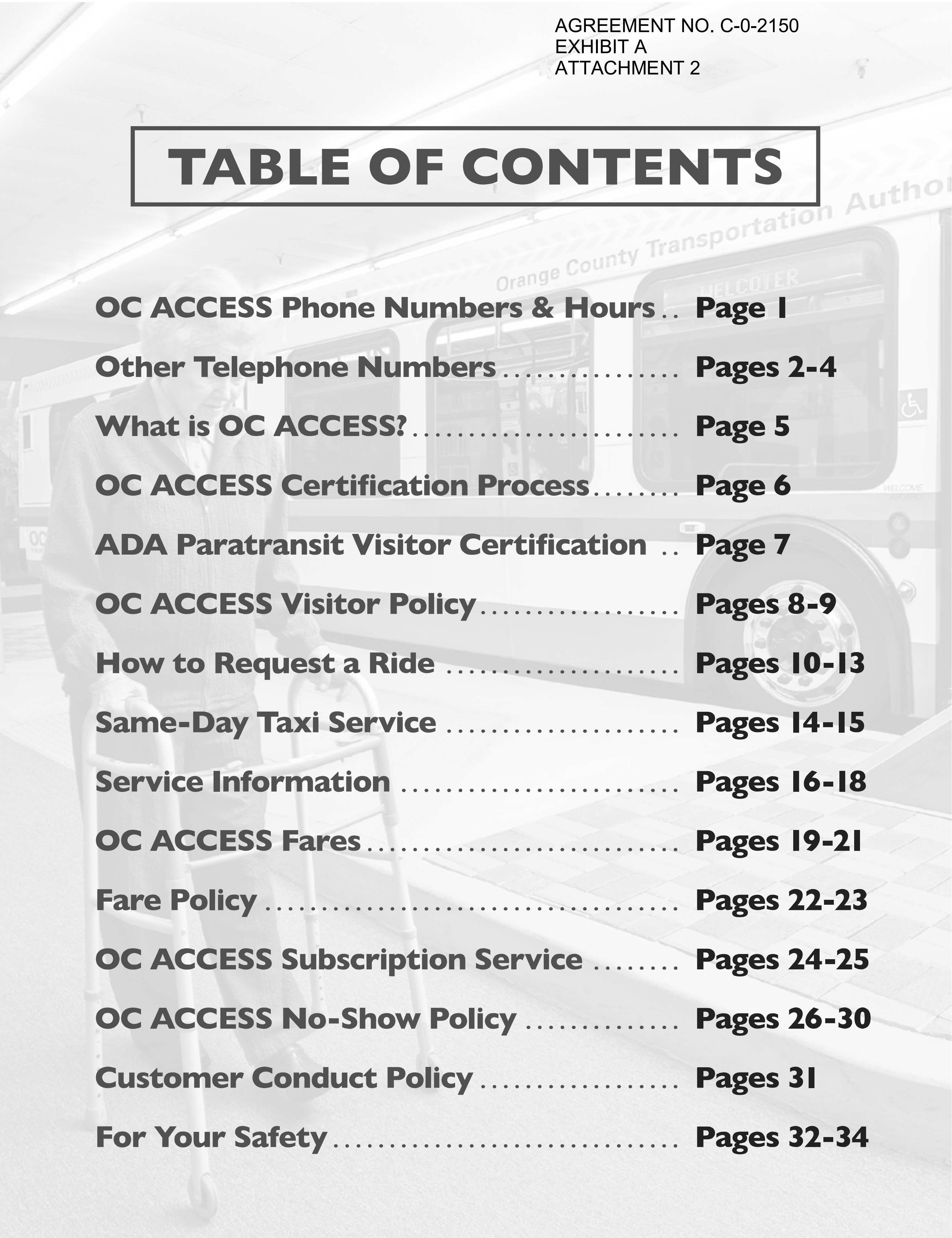
Rider's Guide

August 2018

Guía Del Pasajero – Página 35

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

TABLE OF CONTENTS



OC ACCESS Phone Numbers & Hours .. Page 1

Other Telephone Numbers .... Pages 2-4

What is OC ACCESS? .... Page 5

OC ACCESS Certification Process .... Page 6

ADA Paratransit Visitor Certification .. Page 7

OC ACCESS Visitor Policy .... Pages 8-9

How to Request a Ride .... Pages 10-13

Same-Day Taxi Service .... Pages 14-15

Service Information .... Pages 16-18

OC ACCESS Fares .... Pages 19-21

Fare Policy .... Pages 22-23

OC ACCESS Subscription Service .... Pages 24-25

OC ACCESS No-Show Policy .... Pages 26-30

Customer Conduct Policy .... Pages 31

For Your Safety .... Pages 32-34

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

OC ACCESS PHONE NUMBERS AND HOURS

OC ACCESS Reservations and Information	**877-628-2232**
TDD (hearing impaired phone)	**800-564-4ADA (564-4232)**

HOURS:

7 AM to 5 PM Monday through Friday
8 AM to 5 PM Saturday, Sunday and Holidays

OC ACCESS Ride Status and Cancellations	**877-628-2232**
TDD (hearing impaired phone)	**800-564-4ADA (564-4232)**

OC ACCESS Eligibility	**714-560-5956**
Eligibility TDD	**714-560-5474**
Eligibility FAX	**714-560-5914**
Email Address	**accesseligibility@octa.net**

HOURS:

8 AM to 5 PM Monday through Friday

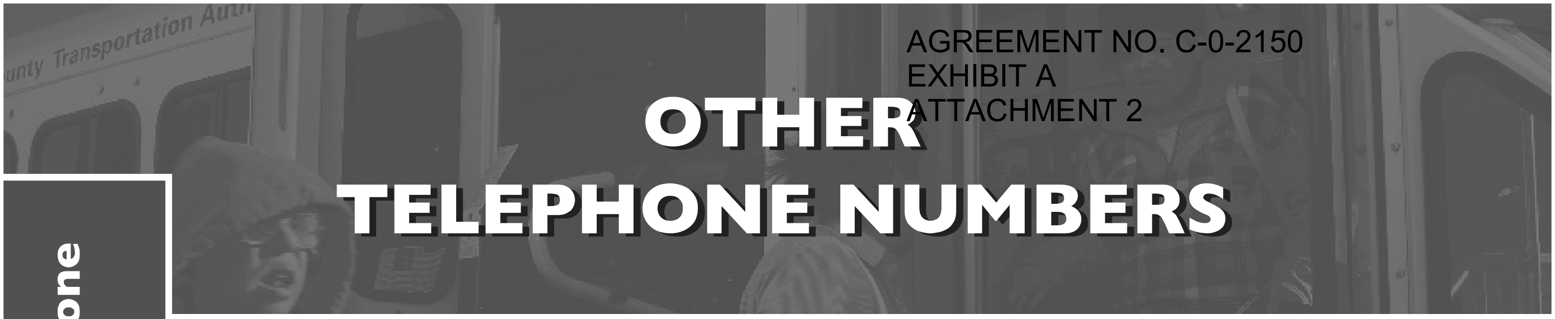
OC ACCESS Service

HOURS:

OC ACCESS service is available during the days, hours, and service areas same as to those of fixed-route bus service. Please call OC ACCESS Reservations for service hours in your area.

Information found on this Rider's Guide can be provided in an alternative format, such as, Braille and audio, upon request. Please contact an OC ACCESS eligibility agent at 714-560-5956 or by email at accesseligibility@octa.net. OC ACCESS will do its best to provide the requested alternative format within a reasonable time.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2



OTHER TELEPHONE NUMBERS

OCTA Fixed-Route* Bus Information 714-636-7433
Fixed Route Reduced Fare 714-560-5596

HOURS:

5 AM to 8 PM Monday through Friday
7 AM to 7 PM Saturday and Sunday
8 AM to 5 PM Holidays

* Holidays observed:
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

* Reduced fixed-route fare available for OC ACCESS customers. Please see page 21 for more information.

OC ACCESS Customer Relations 800-636-7433
TDD 714-636-4327

HOURS:

8 AM to 5 PM Monday through Friday

Please call OCTA's Customer Relations Department if you have any comments/complaints about OC ACCESS service.

OCTA Lost and Found 714-560-5934

HOURS:

10 AM to 6 PM Monday, Tuesday, Wednesday and Friday
11 AM to 7 PM Thursday

You may leave a voice message at all other times. A representative will call you back during regular business hours.

Recorded Transit Connection Newsletter .. 714-560-5608

A recorded version of the Transit Connection Newsletter is available 24 hours a day. The Transit Connection Newsletter, recorded in Spanish and English, contains useful tips and information about OC ACCESS service.

Office on Aging **800-510-2020**

Information on Services for Older Adults

Senior Mobility Program **714-560-5660**

The Senior Mobility Program (SMP) offers transportation alternatives for seniors over 60 years of age in addition to local fixed-route buses or ADA paratransit (OC ACCESS) services. Participating cities may receive both funding and vehicles to design a program that best fits the needs of seniors in their communities.

Local ADA Paratransit Providers and Transfer Points

Los Angeles County **800-827-0829**

Braille Institute (Anaheim) – @ N. Dale & Crescent
Brea Mall – Outside Sears or Upper-Level Food Court
Buena Park Mall – Main Entrance or Outside Sears
Disneyland (Anaheim) – East Shuttle @ 1313 S. Harbor Blvd.
Knott's Berry Farm (Buena Park) – Crescent & Grand or
@ Ticket Booth
Long Beach VA Hospital – Building 126 Main Entrance

Riverside County	**800-795-7887**
San Diego County – North	**877-232-7433**
San Diego County – South	**844-299-6326**
San Bernardino County	**800-990-2404**

Visitor Status: Customers must contact the out-of-county provider for guidelines and information. For information on counties not listed, contact OC ACCESS Eligibility at 714-560-5956. See page 8-9 for more information about OC ACCESS Visitor Policy.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

Bus Pass and OC ACCESS Coupon Sales

Order in-person:

- At the OCTA Store located at
  600 S. Main Street, Orange, CA 92863
- 8:00 AM to 5:00 PM
  Monday through Friday
- Acceptable forms of payment include cash, personal check, money order, American Express, Visa or MasterCard debit or credit cards.

OR

- At your neighborhood grocery store including: VONS, Pavilions, Ralphs and Northgate Markets during their regular hours of operation.
- Each market's acceptable forms of payment vary. Be sure to call ahead to check if the pass you wish to purchase is available and that they accept the payment method you intend to use.

Order by phone: *

- 8 AM to 2 PM Monday through Friday. **714-560-5932**
- Acceptable forms of payment include American Express, Visa, or MasterCard debit or credit cards.

Order Online: *

24 hours a day at **http://passsales.octa.net/all-bus-passes.html**.

- Acceptable forms of payment include American Express, Visa, or MasterCard debit or credit cards.

* Orders placed online or by phone are subject to shipping and handling charges. OCTA encourages you to purchase bus passes and your OC ACCESS Coupons in person.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

WHAT IS OC ACCESS?

OC ACCESS is a shared-ride service for people who are unable to use the regular fixed-route bus service because of a disability. OC ACCESS customers must be certified by OCTA as meeting the Americans with Disabilities Act (ADA) eligibility criteria.

Eligibility is based on the person's individual functional abilities and limitations, not a specific age, diagnosis, or disability.

A person may be eligible for OC ACCESS service if the person is:
- Unable to board or exit a fixed-route bus; and/or
- Unable to get to or from a bus stop due to physical and/or environmental barriers; and/or
- Unable to understand how to ride the bus due to a cognitive disability.

OC ACCESS is provided within 3/4 mile of, and during similar hours as, OCTA's regular fixed-route service (per the Department of Transportation's (DOT) Rules and Regulations, 49 CFR, part 37.131(a)).

8728
Orange County Transportation Authority
OC ACCESS
ORANGE COU
TRANSPORTA

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

OC ACCESS CERTIFICATION PROCESS

OCTA has a formal certification process that follows strict ADA guidelines. The certification process consists of a completed application and a one-hour in-person assessment. Customers using a mobility device should bring it to the assessment. OC ACCESS service can be used to and from the assessment, upon request. **The entire assessment process, including travel to and from the appointment, may take from 3 to 4 hours.**

Orange County Transportation Authority
5404
636-RIDE
OCTA
5404
CAUTION
Orange County Transportation Authority

ADA paratransit service is not intended to be a comprehensive system of transportation for individuals with disabilities, and simply having a disability or multiple disabilities does not, in and of itself, entitle a person to ride.

A functional ability analysis is performed to determine whether you qualify for ADA paratransit service.

To schedule an OC ACCESS in-person assessment, please call OC ACCESS Eligibility at 714-560-5956 ext 2.

ADA PARATRANSIT VISITOR CERTIFICATION

ORANGE COUNTY TRANSPORTATION AUTHORITY
Orange County Transportation Authority
8728
OC ACCESS

OC ACCESS will provide paratransit service to eligible visitors traveling within Orange County from other regions.

- Individuals may use the service if they are unable to use accessible, fixed-route transportation services due to disability-related functional limitations.
- In order for visitors to receive eligibility for OC ACCESS service, they must provide documentation from their home jurisdiction.
- Self-Certification – if the individual has no such documentation (of ADA paratransit eligibility), then the individual is to provide documentation of residence outside of Orange County and, if the individual's disability is not apparent, proof of the disability. Acceptable proof of disability includes a letter from a doctor or the visitor's statement of inability to use the fixed route system.
- For more information about the OC ACCESS visitor policy, or to become a registered visitor in Orange County, please call 714-560-5956 or by Text Display Device at 714-560-5474.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

OC ACCESS Visitor Policy

County Transpor
OC

POLICY: OC ACCESS will provide complementary paratransit service to eligible visitors from outside of Orange County throughout the same period of ADA paratransit certification as in their county of residence.

PROCESS: Individuals from outside Orange County will be served by OC ACCESS paratransit services as ADA eligible visitors if they are unable to use accessible, fixed route transportation services due to disability-related functional limitations.

According to ADA regulations, an individual residing outside of Orange County is eligible for complementary paratransit service as a visitor:

A. If the individual presents documentation of ADA paratransit eligibility from their home jurisdiction.
B. If the individual has no such documentation (of ADA paratransit eligibility), then the individual is to provide documentation of residence outside of Orange County and, if the individual's disability is not apparent, proof of the disability. Acceptable proof of disability includes a letter from a doctor or the visitor's statement of inability to use the fixed route system.
C. OC ACCESS should provide visitor status within 24 hours upon receiving such request.

All calls made by ADA eligible visitors to trip reservations/scheduling staff will be referred by the reservationist to the OC ACCESS eligibility section at 714-560-5956 (or Text Display Device service at 714-560-5474).

A. The visitor is to contact OC ACCESS paratransit eligibility section by phone, mail, fax, or Text Display Device to obtain information about OC ACCESS paratransit and procedures for applying as an ADA eligible visitor.

B. The visitor must provide information verifying eligibility as an ADA eligible visitor for OC ACCESS paratransit.

   1. This process requires that the individual provide basic identifying information such as documentation of ADA certification from elsewhere, or evidence of disability as described in procedures 2(a) and 2(b) above.

   2. Trips made by ADA eligible visitors may be arranged prior to their arrival in Orange County or during their time here; this includes providing documents proving the ADA eligible visitors' eligibility as well as the expected dates of OC ACCESS paratransit use.

   3. OC ACCESS Eligibility will process the individual's request so the visitor, if determined to be eligible, can promptly be provided ADA eligible visitor status.

C. The visitor will be notified of the determination regarding status as an ADA eligible visitor. If determined eligible, OC ACCESS eligibility will provide an OC ACCESS identification number, including the "Rider's Guide" and information on how to use the OC ACCESS paratransit service.

D. For those determined to be ADA eligible visitors, OC ACCESS eligibility will enter appropriate information in the OC ACCESS paratransit rider information database.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

HOW TO REQUEST A RIDE

Once certified, individuals must schedule a ride at least one day prior to the day of the trip. Customers may schedule rides **up to 3 days** in advance. OC ACCESS encourages customers to provide as much advance notice as possible (within the 3 days) to allow schedulers to more efficiently route vehicles. Limited Same-Day Taxi service is available for customers without an advance reservation. Information about OC ACCESS Same-Day Taxi Service can be found on pages 14-15.

OC ACCESS reservation requests are taken Monday through Friday from 7 AM to 5 PM, and on Saturday, Sunday and Holidays from 8 AM to 5 PM.

Call 877-OCTA-ADA (628-2232) to request a ride.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

Tips for Requesting a Ride:

When calling to request a ride, please have the following information ready for the operator:

- Your OC ACCESS identification number: (#________________).
- The travel date.
- Your pick-up address (This must be the exact city, street address and cross streets).
- Your destination address (This must be the exact city, street address and cross streets).
- The time that you would like to be **picked up** from your pick-up address (e.g. from home) **or** the time that you would like to **arrive at** your destination (e.g. doctor's office). You may not request both a pick-up time and an arrival time. You may choose one or the other.
- Type of a mobility aid you will have, if any (such as a walker, wheelchair or service animal).
- If you will be traveling with a Personal Care Attendant (PCA).
- If you will be traveling with a companion.

  One companion may be booked for each trip. Additional companions may be booked on a space available basis. However, additional companions cannot be guaranteed. Companions are required to pay the full per-trip OC ACCESS fare.

You should also have pen and paper handy to write down the reservation operator's name, date, and 30-minute window of your pick-ups.

Even if all you need to do is drop something off or pick something up, the driver is not able to wait for you. You will need to schedule two separate trips on OC ACCESS. However, the Same-Day Taxi Service may be an option for you if you are taking a short trip to drop something off or pick something up like a prescription from your pharmacy.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

IVR System Instructions:

The OC ACCESS Interactive Voice Response (IVR) system is an automated program designed for OC ACCESS customers, caregivers, and service providers to confirm, cancel, or book new trips. The flexibility of this system allows for requests to be made at any hour, 24 hours a day. The IVR system reduces hold times by offering direct connect alternatives for customers to confirm, cancel, or book their OC ACCESS trips using a touch-tone telephone.

To use the IVR, please call 877-OCTA-ADA (628-2232) and press "6" to use this automated system.

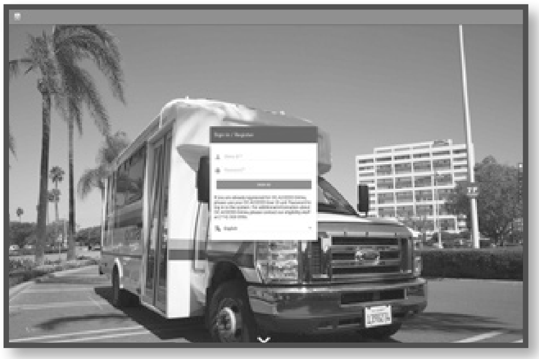
You will be requested to enter your OC ACCESS identification number, followed by your password. Then press one of the following options:

1 - to confirm a previously booked trip
2 - to cancel a trip
3 - to book a new trip
4 - to check the address and/or telephone number on file
5 - to change your password
6 - for general announcements
7 - other offices
0 - to reach a customer service specialist, or
#2 - for a list of other special commands available

OC ACCESS Online Booking

This new online system gives you another option to book, cancel, or check your OC ACCESS rides from anywhere using your computer, smartphone, or tablet.

To launch the online booking system, log in from your computer, smartphone or tablet to the following link: **https://ocaccessonline.octa.net**, you should see a screen similar to this:



Enter your OC ACCESS ID number under Client ID, then enter your unique password. If you do not have a unique password, call an OC ACCESS eligibility agent to request one at 714-560-5956. You can also call this number if you would like additional help to use on-line booking.

When using the online booking system, you can:

- Log in to the system at anytime to book rides with two or three days in advance, if you are booking the day before, you must log in and complete your booking by 5PM.
- Cancel your previously booked trips.
- Check on your rides.
- Review your previously booked trips.

However, you are not able to do the following:

- Book subscription trips.
- Add restrictions (such as “Do Not Leave Alone”).
- Change or add your mobility device.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

SAME-DAY TAXI SERVICE

OC ACCESS offers a non-ADA Same-Day Taxi Program to OC ACCESS-eligible customers. OCTA subsidizes up to five miles for a Same-Day Taxi trip. You pay the OC ACCESS base fare of **$3.60** for a five-mile ride; any additional costs above the five-mile trip are paid by the OC ACCESS customer in addition to the base fare of **$3.60**.

For example, for a four-mile ride you would pay only the OC ACCESS base fare of **$3.60**. For a ride eight miles long, you would pay the OC ACCESS base fare of **$3.60** plus the cost of the three miles beyond what is subsidized.

This service is perfect for quick trips to locations like the pharmacy. Same-Day Taxi Service can be used for any trip type, just like OC ACCESS.

Yellow Cab Co
599
-9999
Yellow
Yellow

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

714-
-9999
Yellow Cab Co
673

Some considerations and highlights of Same-Day Taxi Service:

- Current OC ACCESS eligibility is required to use this service.
- This service is booked when you are ready to travel.
- You book through OC ACCESS reservations at 877-628-2232, ext. 7. For TDD call 800-564-4232. You can also use the OC Same-Day Taxi mobile application. Email your name, OC ACCESS ID and cell phone to samedaytaxi@octa.net to get your login credentials and more information about the mobile app.
- This is not a shared ride, but you may bring a personal care attendant (PCA), service animal, or companion for no additional fare.
- There is no 30-minute window; the taxi company will send the first available cab to you.
- You can book your return trip at the same time you book your first trip for round-trip travel.
- This service is available from 7 AM to 8 PM all week, including holidays.
- Rides must be within Orange County, or to the Long Beach V. A. Hospital or Cal State University, Long Beach.
- Payment is due upon boarding the taxi and OC ACCESS coupons are not accepted. Cash and credit cards can be used.
- Please be sure to let the OC ACCESS reservations operator know if you use a mobility device to ensure an accessible vehicle is dispatched for your trip.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

SERVICE INFORMATION

Negotiating Trip Times

Due to the large volume of OC ACCESS trips requested, OC ACCESS is not always able to assign customers the exact pick-up or arrival time that they request. The ADA allows for a negotiated pick-up time within one hour before or after the requested trip time. OC ACCESS makes every effort to offer trip times as close as possible to those requested.

Travel Time

OC ACCESS is comparable to the level of service and ride time provided on OCTA's fixed-route as required by the Department of Transportation's (DOT) Rules and Regulations, 37.121.

When planning your trip, please be aware that your ride will be shared with other OC ACCESS customers. Since OC ACCESS is a shared ride service, other passengers may be picked up or dropped off before you.

Vehicle Arrival

The reservation operator will quote you a 30-minute pick-up window (for example: 9:00 AM – 9:30 AM). The vehicle may arrive at any time within the 30 minutes quoted. As a result, **you must be ready and waiting in a visible location at the start of the 30-minute pick-up window**.

Upon vehicle arrival, the driver will wait five minutes. If you are not at the scheduled pick-up location within the five minutes, the driver will mark you as a no-show.

If the driver arrives before your pick-up window, and you are ready and would like to go at that time, you may do so; however, the driver will not mark a customer as a no-show prior to the start of the pick-up window.

Vehicles used for OC ACCESS service include small buses, vans and taxis.

Checking on your Ride

If your ride does not arrive in your pick-up window, you may call to check its status at 877-OCTA-ADA (628-2232), ext. 3 and selecting the "check on ride status" option.

Please do not call to check on your ride until your pick-up window time has expired.

Cancelling a Ride

OC ACCESS trips must be cancelled at least one hour before the pick-up time. Same-Day Taxi trips must be cancelled before the taxi arrives.

If you are unable to take a scheduled trip, please cancel your ride by calling OC ACCESS as soon as you know that you will not need the trip. The earlier you notify OC ACCESS of your cancellation, the more efficient OC ACCESS and Same-Day Taxi can be when scheduling trips for others.

To cancel a requested ride, call 877-OCTA-ADA (628-2232), ext. 2.

You may also cancel a ride by calling 877-OCTA-ADA (628-2232) and selecting the option "To cancel a ride" or use the Interactive Voice Response (IVR).

651
714-999-9999
Yellow Cab Co

714-999-9999
YELLOW CAB.COM
714-999-9999
714-999-9999

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

OC ACCESS FARES

Payment of Fares

3599001
ACCESS
FARE COUPONS
$36.00
Valid only for
OCTA ACCESS Service
ACCESS
DOOR SERVICE COUPON
BOOK
Valid only for
OCTA ACCESS Service
www.octa.net

Eligible customers must pay their fare when boarding the vehicle. The exact fare must be paid in cash, coupons or any combination equal to the fare. Drivers do not make change.

Customers without the proper fare **will not be transported** and will be marked as no-shows. Please see pages 26-30 for OC ACCESS No-Show and Late Cancellations Policy.

Standard Service

Curb-to-Curb

The base fare for OC ACCESS service is **$3.60** per passenger for each one-way trip.

The standard OC ACCESS fare is for curb-to-curb service. If you require a reasonable modification for service beyond the curb, please notify the reservation operator when making the trip reservation.

OCTA will make reasonable modifications to its policies, practices, and procedures, where necessary, to avoid discrimination on the basis of disability or where the individual with a disability would otherwise be unable to use OCTA services, programs or activities.

OCTA may grant a timely request for a reasonable modification provided that the request:

- Is within the power of OCTA
- Will not fundamentally alter the nature of its services
- Will not constitute a direct threat to the health and safety of others
- Will not require the commission of an illegal act

Requesting a Reasonable Modification:

- Rider requests for reasonable modification for an OC ACCESS-eligible customer, where feasible, shall be made when making the trip reservation
- Riders may request a reasonable modification at the time of service
- When requesting a reasonable modification, riders should be as specific as possible and identify the need, based upon their disability, for the requested modification
- Reasonable modification will be provided at no additional cost

OCTA may deny requests for reasonable modifications if:

- The requested modification is unnecessary for the requestor to be able to fully utilize the service
- The requested modification would result in a direct threat to the health and safety of others
- The requested modification would result in a fundamental alteration of OCTA fixed route or OC ACCESS service

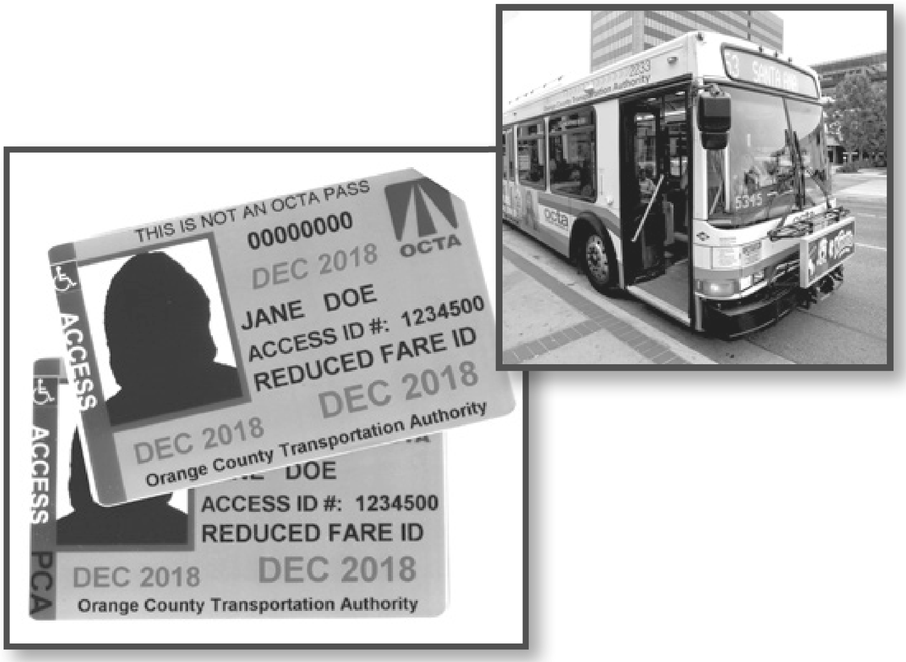
For safety reasons, a reasonable modification for door service is NOT available when any of the following conditions exist:

- Driver would lose sight of the vehicle
- Location involves steps or stairs
- Assistance by the driver may harm the customer, driver or both

OCTA may refuse to provide service to any passenger who engages in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others.

Fixed-Route Reduced Fares

OC ACCESS customers and PCAs assisting OC ACCESS customers may ride fixed-route local bus service for a fare of 25 cents per boarding, per person. This does not apply to Express Bus routes or to the purchase of a day pass. The price of a Senior/Disabled Day Pass is **$1.50**. For more information, please call the Reduced Fare Department at 714-560-5596. All fixed-route buses are accessible to persons with disabilities.


THIS IS NOT AN OCTA PASS
00000000
DEC 2018
OCTA
JANE DOE
ACCESS ID #: 1234500
REDUCED FARE ID
DEC 2018
ACCESS
DEC 2018
Orange County Transportation Authority
DOE
ACCESS ID #: 1234500
REDUCED FARE ID
DEC 2018
ACCESS
PCA
DEC 2018
Orange County Transportation Authority
SANTA ANA
octa

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

FARE POLICY

- Please remember that eligible passengers must pay their fare when boarding the vehicle. The current base fare for OC ACCESS and Same-Day Taxi is **$3.60**.
- The correct fare must be paid in cash, coupons or via a cashless payment method.
- OC ACCESS customers must pay the exact fare as drivers are unable to provide change.
- Passengers without the correct fare will not be transported and will be marked as no-shows. Customers who establish a "pattern and practice" of not paying the correct fare upon boarding may have their service suspended.

Personal Care Attendants (PCA)

One Personal Care Attendant (PCA) may ride free when accompanying an OC ACCESS customer.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

Companions

One companion in addition to a PCA is permitted to accompany an OC ACCESS-eligible customer. Additional companions may be booked on a space available basis; however, the ride cannot be guaranteed. Each companion is required to pay the full per trip OC ACCESS fare.

Children

Up to three children, five-years old and younger, may ride free with each OC ACCESS-certified, fare-paying customer. For children requiring a car seat or booster seat, as required by California law, please see page 32.

NOTE: Whenever a customer is going to be accompanied by a PCA, companion, child, or service animal, the person scheduling the ride must inform the reservation operator at the time the ride request is made to ensure that space is available in the vehicle.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

OC ACCESS SUBSCRIPTION SERVICE

Subscription service may be available for customers who travel consistently on (a) specific day(s) of the week, at the same time, to and/or from the same destination. The purpose of subscription service is to enable OC ACCESS to create efficient routes for customers who have similar travel patterns. As a result, customers who are granted subscription service can enjoy the convenience of having their trips automatically scheduled without having to call an OC ACCESS reservation operator to schedule each trip.

- OC ACCESS complies with federal regulations regarding the total number of subscription trips scheduled.
- A request for subscription service is not automatically filled. Subscriptions will be offered on a space available basis, based on vehicle routing and customers must have a consistent travel history without excessive cancellations and/or no-shows.
- When a subscription is requested, OC ACCESS schedulers will negotiate within the ADA guidelines to arrange effective and efficient service for all customers.
- Subscription customers temporaily suspending their services for periods of one month or more will lose their subscription service. Once a subscription is lost, any future requests for subscription service are treated as new requests.

ACCESS
County Transportati

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

- If a customer requests changes to his/her subscription service, it will be evaluated as a new request.
- All required OC ACCESS fares must be paid for subscription trips.
- If you are unable to take a scheduled trip, please cancel the trip as soon as you are aware you cannot make the trip. Please see page 18 for "Cancelling a Ride".

ORANGE COUNTY TRANSPORTATION AUTHORITY
OCTA PARKING ONLY

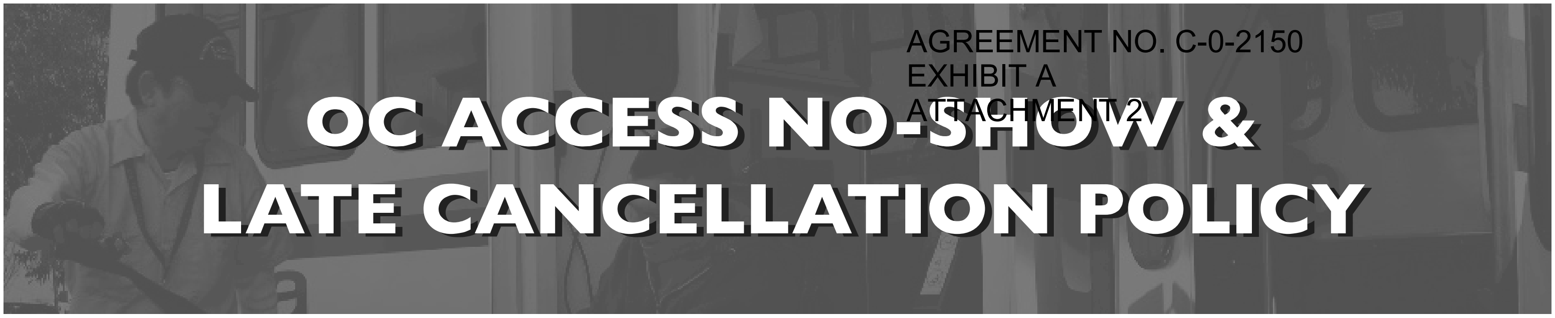
Subscription Service No-Shows

Due to high demand and limited availability of subscription service, customers with a pattern or practice of no-shows and/or late cancellations will lose their subscription service. Please see the No-Show and Late Cancellation Policy on pages 26-30.

Penalties for Excessive Subscription Service No-Shows

Customers with subscription service will follow the same No-Show and Late Cancellations Policy as OC ACCESS customers scheduling individual trips. Please see the No-Show and Late Cancellation Policy on pages 26-30.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2



OC ACCESS NO-SHOW & LATE CANCELLATION POLICY

OC ACCESS
No-Show Policy

Each verified no-show (or late cancellation) counts as one no-show. Customers may be suspended after they meet all the following conditions:

- Accumulate three or more no-shows in one calendar month
- Have booked at least ten trips that month
- Have "no-showed" or "late cancelled" at least 10% of those trips

A warning letter will be sent to the customer after meeting all the above conditions for that same month, to remind and inform the customer of the no-show policy and appeal process and that their OC ACCESS privileges are in jeopardy of being suspended. The No-Show suspension policy dictates the following outcome within a 12-month period:

First offense – 7-day suspension
Second offense – 14-day suspension
Third offense – 21-day suspension
Fourth offense – 28-day suspension, maximum

Purpose

The purpose of the No-Show and Late Cancellation Policy is to:

- Define the timeframes for scheduling and/or canceling a trip
- Define a no-show
- Define a late cancellation
- Specify the penalties to be imposed for excessive no-shows and late cancellations
- Outline the no-show and late cancellation appeals process

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

Background

The Americans with Disabilities Act (ADA) of 1990 requires a provider of fixed-route transportation to the general public to also provide complementary paratransit service to a person whose disabilities preclude him/her from using the fixed-route bus service. Section 37.125(h) of the ADA regulations allows paratransit service to be suspended for a customer who establishes a "pattern or practice" of missing scheduled trips.

Definition of a No-Show

A no-show is defined as:

- A customer missing a scheduled trip
- A customer cancelling a ride with a driver upon arrival of a vehicle
- A personal care attendant or agency representative (including a job coach) failing to receive the customer upon arrival at the destination if the customer is not to be left unattended

If the customer is not at the scheduled pick-up location at the scheduled time, the driver will wait for five minutes before marking the customer a no-show.

Definition of a Late Cancellation

A late cancellation is defined as:

- A trip that is cancelled less than one hour before the scheduled pick-up time.

If an OC ACCESS customer cancels late for the first part of a round trip, OC ACCESS is not allowed to automatically cancel the return trip. Failure to cancel one hour in advance of the scheduled return trip will be considered a late cancellation. Excessive late cancellations and no-shows may result in suspension of service (Please see the Warnings, Penalties and Appeals Process on pages 28-29).

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

Please note: it is the OC ACCESS customer's obligation to call and cancel if the return trip will not be needed.

Warnings, Penalties & Appeals Process

A warning letter may be initiated after receiving the third no-show or late cancellation to remind the customer of the policy and inform him/her that his/her OC ACCESS privileges may be suspended.

Process of Warnings, Penalties & Appeals

1. First and second no-show or late cancellation within a calendar month:

   Action taken: None

2. Third no-show or late cancellation within a calendar month and all no-show conditions have been met:

   Action taken: A Warning Letter may be sent to the customer's address of record.

   i. This notification will advise the customer of the OC ACCESS intent to suspend the customer from the service for a period of seven days.

   ii. Customers may submit a request to excuse any no-show or late cancellation that they believe to be incorrect or beyond their control within fifteen (15) days from the date of the Warning Letter.

3. If there is no response received to the Warning Letter within fifteen (15) days:

   Action taken: An Intent to Suspend Letter will be sent to the customer's address on record.

4. If there is no response to the Intent to Suspend Letter within fifteen (15) days:

   Action taken: A Final Suspension Letter will be sent to the customer's address of record.

   – OC ACCESS will provide thirty (30) days from the date of the Final Suspension Letter to allow the customer to make alternative transportation arrangements. Please see the No-Show and Late Cancellation Requests/Appeals on page 30 for more information.

No-shows and late cancellations will be tracked each month. However, it is the customer's responsibility to track his/her late cancellations and no-shows to ensure that they are kept within an acceptable level. It is also the customer's responsibility to ensure that OC ACCESS is properly informed of any change in mailing address to ensure all correspondence is received in a timely manner.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

No-Show and Late Cancellation Requests/Appeals

If a customer's no shows or late cancellations exceed 10% of their overall scheduled monthly trips and he/she has accrued three (3) or more no-shows or late cancellations in a calendar month and receives a notice of suspension, the suspension may be appealed with a formal appeals board. Complete information about the appeals process will be included with the service suspension letter. The customer will have 15 days to appeal the suspension and will receive notification within 30 days of the appeal decision before a suspension takes effect.

Subscription Service Suspension

The No-Show and Late Cancellation Policy applies to all OC ACCESS customers including those who receive subscription service. If a subscription customer receives two (2) service suspensions in a floating 12-month period, the subscription will be cancelled. The customer will still be able to schedule trips on OC ACCESS when the second suspension is over; however, the subscription will be cancelled and the customer will be required to call OC ACCESS to book all future trips.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

CUSTOMER CONDUCT POLICY

To help ensure the safety, security and comfort of our OC ACCESS customers, violent, illegal or disruptive conduct is not allowed aboard the vehicle. OCTA has developed policies for handling customers whose conduct interferes with the safe operation of OC ACCESS vehicles. If a driver reports inappropriate behavior by a customer (or parent, care provider, etc.), and the conduct continues to interfere with the safe operation of an OC ACCESS vehicle, a service suspension may occur. OC ACCESS will work with parents, care providers, school or employment personnel, or anyone immediately involved with the customer to educate that customer on appropriate behavior aboard public transportation. Hazardous materials, weapons of any kind, explosives, corrosive liquids and flammable materials are not allowed on any OC ACCESS vehicle.

Service Suspension

All incidents will be investigated completely, upon determination of outcome, the following service suspension may apply:

First offense – depending on the severity of the offense, it may warrant a verbal/written warning or a 7-day service suspension.

Second offense – 14-day suspension

Third offense – 21-day suspension

Fourth offense – 28-day suspension, maximum

Refer to OCTA's customer conduct policy at the following website:
www.octa.net/CustomerConduct

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

FOR YOUR SAFETY

- **Child Protection Policy** – A responsible adult must accompany children five years old or younger. If the child five years or under is the eligible customer, the responsible adult may ride free as the Personal Care Attendant.

- **Child Seatbelt Law** – Children must ride properly buckled in the vehicle's back seat in a car seat or booster seat until they are eight years of age or at least 4'9" tall per California law. OC ACCESS does not provide car seats or booster seats. The driver can assist customers with installing a car seat or booster seat upon request.

- **Customers Requiring Supervision** – If no one is present to receive a customer who is unable to be left unattended, the customer may be transported back to their pick-up address. Additionally, adult or child protective services may be notified.

- **Medications and Other Medical Needs** – Customers who require medication or oxygen at regular intervals should be advised that their travel time could be up to 90 minutes or longer due to factors outside OC ACCESS control including traffic, weather conditions, or length of trip.

- **Mobility Devices** – Customers with scooters are advised to transfer to a seat in the vehicle. Brakes must be in good working condition in order to transport safely, no exceptions.

OC ACCESS will carry a wheelchair and occupant if the lift and vehicle can physically accommodate them, unless doing so is inconsistent with legitimate safety requirements.

To assist in providing quality service, we keep record of the mobility device used at your in-person assessment. If you change your mobility device, you must call OC ACCESS Eligibility at 714-560-5956 to alert us of this change.

- **Packages** – Customers are limited to two packages the size of a grocery bag, and may use small shopping carts to transport their items. Drivers are not required to assist customers with packages or shopping carts.
- **Personal Hygiene** – Customers must maintain an acceptable standard of cleanliness, exposed body fluids and/or bloodborne pathogens are not permitted.
- **Seat Belts** – Customers utilizing paratransit service are required to use lap and shoulder belts for their safety.
- **Service Animals** –
  - Service animals must be leashed or harnessed and be kept with their owner at all times.
  - Service animals must be under the complete control of the OC ACCESS customer they serve.
  - Service animals cannot occupy seats and must remain on the floor at all times, making sure not to block the aisle, path of travel, access doors, or lift.

- Agressive or dominant behavior of service animals will not be tolerated and OC ACCESS service may be refused if a service animal is disruptive.

- **Wheelchair Transfer** – Customers who may wish to transfer from a wheelchair to a seat must be booked as wheelchair customers. Drivers must secure all wheelchairs and cannot “fold and stow” wheelchairs on the vehicle. Additionally, due to capacity constraints, customers may be required to ride in their wheelchairs instead of transferring to seats. **OCTA drivers do not assist with transfers.**

FTA Contact Information:

Call the Federal Transit Administration
Monday through Friday between 8:30 AM and 5:00 PM EDT
(5:00 AM and 2:30 PM PDT)
excluding Federal Holidays **202-366-4043**

DOT General Information
Main Switchboard is available Monday through Friday between
8:00 AM and 5:30 PM EDT (5:00 AM and 2:30 PM PDT)
excluding Federal Holidays **855-368-4200**
Website: www.transit.dot.gov

U.S. Department of Transportation
Federal Transit Administration, East Building
1200 New Jersey Ave, SE, Washington, DC 20590
TTY = ... **800-877-8339**
Voice = ... **866-377-8642**
VCO = ... **877-877-6280**

OCTA

For questions or additional information about ACCESS service, please contact OC ACCESS at 877-OCTA-ADA (628-2232).

We look forward to serving you.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

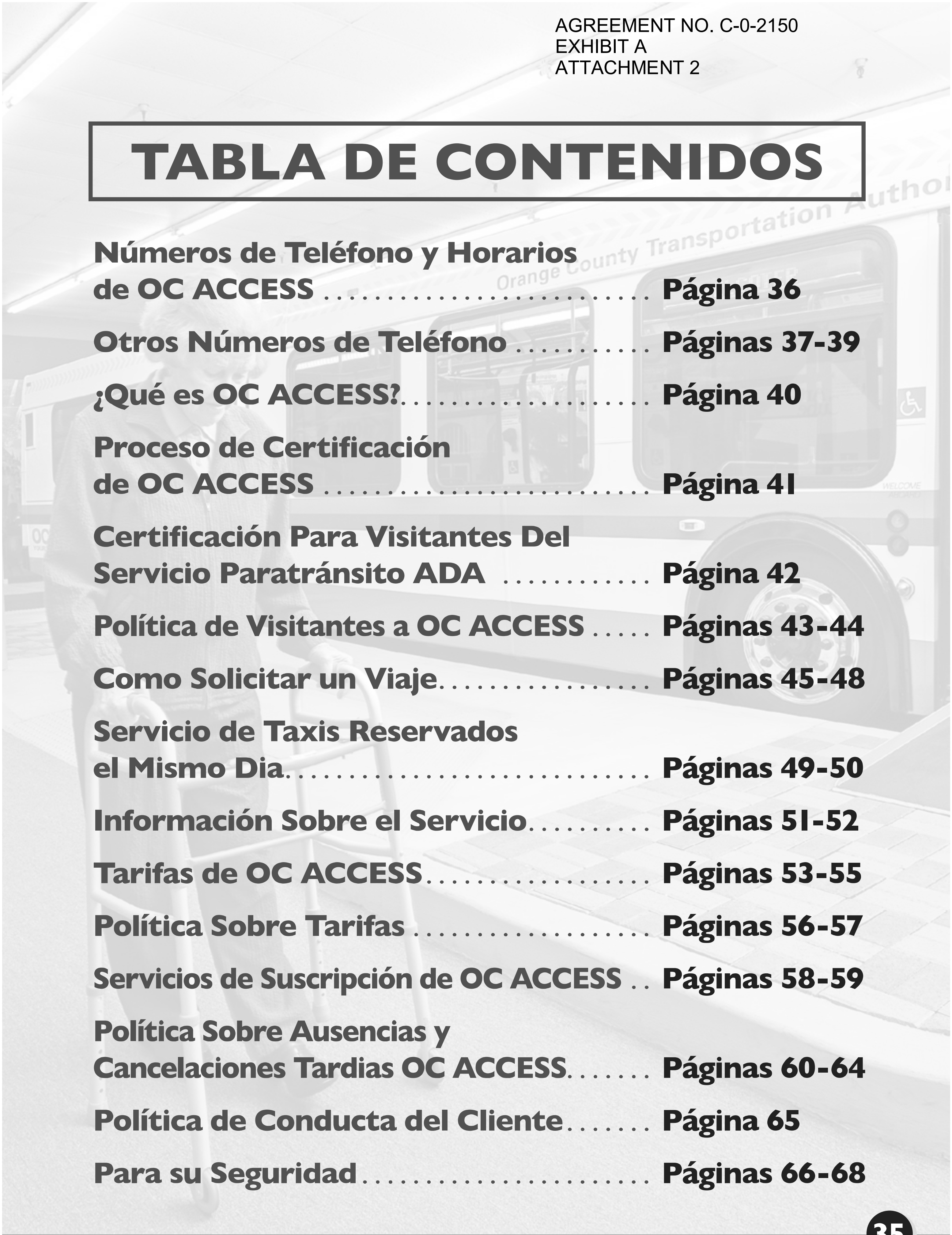


TABLA DE CONTENIDOS

Números de Teléfono y Horarios de OC ACCESS .... Página 36

Otros Números de Teléfono .... Páginas 37-39

¿Qué es OC ACCESS?.................... Página 40

Proceso de Certificación de OC ACCESS .... Página 41

Certificación Para Visitantes Del Servicio Paratránsito ADA .... Página 42

Política de Visitantes a OC ACCESS ..... Páginas 43-44

Como Solicitar un Viaje.................. Páginas 45-48

Servicio de Taxis Reservados el Mismo Dia............................ Páginas 49-50

Información Sobre el Servicio.......... Páginas 51-52

Tarifas de OC ACCESS.................. Páginas 53-55

Política Sobre Tarifas .... Páginas 56-57

Servicios de Suscripción de OC ACCESS .. Páginas 58-59

Política Sobre Ausencias y Cancelaciones Tardias OC ACCESS....... Páginas 60-64

Política de Conducta del Cliente....... Página 65

Para su Seguridad .... Páginas 66-68

NÚMEROS DE TELÉFONO Y HORARIOS DE OC ACCESS

Reservas e información de OC ACCESS	**877-628-2232**
TDD (teléfono para personas con discapacidad auditiva)	**800-564-4ADA** **(564-4232)**

HORARIOS:

7 AM a 5 PM de lunes a viernes
8 AM a 5 PM sábados, domingos y feriados

Estados y cancelaciones de viajes de OC ACCESS	**877-628-2232**
TDD (teléfono para personas con discapacidad auditiva)	**800-564-4ADA** **(564-4232)**

Elegibilidad de OC ACCESS	**714-560-5956**
TDD para Elegibilidad	**714-560-5474**
FAX para Elegibilidad	**714-560-5914**
Correo Electrónico	**accesseligibility@octa.net**

HORARIOS:

8 AM a 5 PM de lunes a viernes

Servicio de OC ACCESS

HORARIOS:

El servicio de OC ACCESS se ofrece en horarios de servicio y zonas similares a las del servicio de autobús con ruta fija. Comuníquese con Reservas de OC ACCESS para conocer los horarios de servicio en su zona.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

OTROS NÚMEROS DE TELÉFONO

Información sobre autobuses de ruta fija de OCTA*	**714-636-7433**
Tarifa Reducida de Rutas Fijas	**714-560-5596**

HORARIOS: 5 AM a 8 PM de lunes a viernes
7 AM a 7 PM sábados y domingos
8 AM a 5 PM feriados

* Lista de días feriados en el Condado de Orange:
Año Nuevo – Día del Trabajo – Día Conmemorativo
Día de Acción de Gracias – Día de la Independencia – Navidad

* Tarifa reducida en rutas fijas para clientes de OC ACCESS.
Consulte la página 55 para obtener más información.

Relaciones con el Cliente de OC ACCESS	**800-636-7433**
TDD	**714-636-4327**

HORARIOS: 8 AM a 5 PM de lunes a viernes

Comuníquese con el Departamento de Relaciones con el Cliente de OCTA si tiene comentarios/guejas sobre el servicio de OC ACCESS.

Objetos perdidos de OCTA	**714-560-5934**

HORARIOS: 10 AM a 6 PM lunes, martes, miércoles y viernes
11 AM a 7 PM jueves

Deje un mensaje de voz en cualquier otro momento. Un representante se comunicará con usted durante el horario laboral normal.

Boletín informativo grabado de Transit Connection	**714-560-5608**

Encontrará disponible una versión grabada del boletín informativo de Transit Connection las 24 horas del día. El boletín informativo de Transit Connection, grabado en español e inglés, contiene sugerencias e información útiles sobre el servicio de OC ACCESS.

Oficina de atención a la tercera edad **800-510-2020**
Información sobre servicios para personas de la tercera edad.

Programa para la movilidad de personas de la tercera edad **714-560-5660**
El Programa para la Movilidad de Personas de la Tercera Edad (SMP, por sus siglas en inglés) ofrece alternativas de transporte para personas de más de 60 años de edad, además de los servicios de autobuses de ruta fija o de ADA Paratransit (OC ACCESS). Las ciudades que participan pueden recibir tanto fondos como vehículos para diseñar un programa que se adecúe a las necesidades de las personas mayores en sus comunidades.

Proveedores y puntos de traslado locales de ADA Paratransit

Condado de Los Angeles **800-827-0829**
Instituto Braille (Anaheim) – En N. Dale & Crescent
Brea Mall – fuera de Sears o en el nivel superior del Patio de Comidas
Buena Park Mall – entrada principal o fuera de Sears
Disneyland (Anaheim) – East Shuttle en 1313 S. Harbor Blvd.
Knott's Berry Farm (Buena Park) – Crescent & Grand o en la ventanilla de boletería
Hospital Long Beach VA – Entrada principal del Edificio 126

Condado de Riverside **800-795-7887**
Condado de San Diego - Norte **877-232-7433**
Condado de San Diego – Sur **844-299-6326**
Condado de San Bernardino **800-990-2404**

Estado de los visitantes: Los clientes deben contactarse con el proveedor fuera del condado para obtener política e información. Para obtener información sobre condados no mencionados anteriormente, llame a Elegibilidad de OC ACCESS al 714-560-5956. Consulte la página 43-44 para obtener más información sobre la Política para visitantes de OC ACCESS.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

Venta de pases de autobús y cupones de OC ACCESS

Pedido en persona:

- En la Tienda OCTA ubicada en
  600 S. Main Street, Orange, CA 92863
- 8:00 AM a 5:00 PM de lunes a viernes
- Algunas de las formas de pago que se aceptan son: efectivo, cheques personales, giros bancarios, tarjetas de débito o crédito American Express, Visa o MasterCard.

O

- En su supermercado local: VONS, Pavilions, Ralphs y Northgate Markets durante sus horarios normales de operación.
- Las formas de pago que se aceptan en cada mercado varían. Asegúrese de llamar antes para verificar si el pase que desea comprar está disponible y si aceptan el método de pago que usted desea utilizar.

Pedido por teléfono: *

- 8 AM a 2 PM de lunes a viernes..................... 714-560-5932
- Algunas de las formas de pago que se aceptan son: tarjetas de débito o crédito American Express, Visa, o MasterCard.

Pedido por Internet: *

Las 24 horas del día en **http://passsales.octa.net/all-bus-passes.html**.

- Algunas de las formas de pago que se aceptan son: tarjetas de débito o crédito American Express, Visa, o MasterCard.

* Los pedidos realizados por Internet o por teléfono están sujetos a cargos de envío y procesamiento. OC ACCESS recomienda que compre sus pases de autobús y cupones de OC ACCESS en persona.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

¿QUÉ ES ACCESS?

OC ACCESS es un servicio de viaje compartido para personas que no pueden utilizar el servicio normal de autobús de ruta fija por motivos de discapacidad. OCTA debe certificar que los clientes de OC ACCESS son elegibles conforme a la Americans with Disabilities Act (ley sobre estadounidenses con discapacidad, ADA)

La elegibilidad está basada en las capacidades y limitaciones funcionales individuales de la persona y no en una edad, un diagnóstico o una discapacidad específica.

Una persona es legible para recibir los servicios de OC ACCESS si ésta:

- No puede subir ni bajar de un autobús con una ruta fija; y/o
- No puede llegar o salir de una estación de autobús debido a obstáculos de tipo físico y/o ambientales; y/o
- No es capaz de entender como viajar en autobús debido a una discapacidad cognitiva.

OC ACCESS se ofrece dentro de los 3/4 de milla del servicio de autobús de ruta fija de OCTA y durante horarios similares (de acuerdo con las Normas y Reglamentos del Departamento de Transporte (DOT), Código de Regulaciones Federales (CFR) 49, parte 37.131(a)).

8728
Orange County Transportation Authority
OC ACCESS
ORANGE COU
TRANSPORTAT

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

PROCESO DE CERTIFICACIÓN DE OC ACCESS

OCTA cuenta con un proceso de certificación que sigue estrictos lineamientos de la ADA. El proceso de certificación consiste en una solicitud que debe completarse y una evaluación en persona de una hora de duración. Los pasajeros que utilizan un aparato para movilizarse deben traerlo para la evaluación. Los servicios de OC ACCESS pueden ser utilizados para llegar a la evaluación y regresar de ella, si así se lo solicita. **Todo el proceso de evaluación, incluyendo el traslado hacia y desde la cita, dura entre 3 y 4 horas.**

636-RIDE
5404
CAUTION
Orange County Transportation Authority

El servicio paratránsito ADA no está diseñado para ser un sistema integral de transporte para individuos con discapacidad, y sólo tener una discapacidad o varias discapacidades no otorga, por sí mismo, derecho para que una persona viaje.

Se debe realizar un análisis de habilidades funcionales para determinar si usted califica para recibir los servicios de trasporte público para discapacitados de acuerdo a la ley ADA.

Para coordinar una evaluación en persona en OC ACCESS, llame a Elegibilidad de OC ACCESS al 714-560-5956, extensión 2.

CERTIFICACIÓN PARA VISITANTES DEL SERVICIO PARATRÁNSITO ADA

Certificación Para Visitantes
Del Servicio Paratránsito ADA

ORANGE COUNTY TRANSPORTATION AUTHORITY
Orange County Transportation Authority
OC ACCESS

OC ACCESS ofrecerá servicio de transporte compartido para personas con discapacidad a visitantes elegibles que viajen al Condado dentro Orange desde otras regiones.

- Los individuos pueden usar el servicio si no son capaces de utilizar servicios de transporte accesibles de ruta fija, debido a limitaciones funcionales relacionadas con una discapacidad.
- A fin de que los visitantes sean elegibles para recibir el servicio de OC ACCESS en el condado de Orange, éstos deben presentar documentación de la jurisdicción donde residen.
- Auto-Certificación – Si los visitantes no pueden ofrecer tal documentación (de elegibilidad del servicio paratránsito ADA), entonces el individuo debe presentar documentación de residencia fuera del Condado de Orange y, si la discapacidad no es visible, los visitantes deben ofrecer prueba de ésta. Pruebas de discapacidad aceptables incluyen una carta de un doctor o declaración del visitante de su inhabilidad de utilizar el sistema de autobuses de ruta fija.
- Para obtener más información sobre la política para visitantes de OC ACCESS, o para convertirse en visitante certificado en el Condado de Orange, comuníquese al 714-560-5956 o al teléfono con visualización de mensajes de texto: 714-560-5474.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

CERTIFICACION PARA VISITANTES DEL SERVICIO PARATRANSITO ADA

POLITICA: OC ACCESS proveerá servicio paratránsito suplementario a visitantes elegibles de fuera del Condado de Orange durante el mismo periodo de certificación de ADA Paratránsito de su condado de residencia.

PROCESO: Personas fuera del Condado de Orange serán transportados por servicios paratránsito OC ACCESS como visitantes elegibles de ADA si no se les es posible utilizar servicio de transporte de ruta fija accesible, debido a limitaciones funcionales relacionadas con una discapacidad.

Según las regulaciones ADA, personas que residen fuera del condado de Orange están elegibles para servicio paratránsito suplementario como visitantes:

A. Si la persona presenta documentación de elegibilidad paratránsito ADA de su juridicción.
B. Si la persona no posee tal documentación (de elegibilidad del servicio paratránsito ADA), entonces la persona deberá proveer documentación de residencia fuera del Condado de Orange y, si la discapacidad de la persona no es aparente, prueba de discapacidad. Pruebas aceptables de discapacidad incluyen una carta de un doctor o una declaración del visitante de su inhabilidad de poder usar el sistema de ruta fija.
C. OC ACCESS deberá proveer estado de visitante dentro de 24 hrs. de haber recibido tal solicitud.

Todas las llamadas hechas por visitantes elegibles al ADA a nuestros reservacionistas serán transferidas por el reservacionista a la sección de elegibilidad de OC ACCESS at 714-560-5956 (o a la línea auditiva 714-560-5474).

A. El visitante debe de contactar a la sección de elegibilidad de OC ACCESS por teléfono, correo, fax, o línea auditiva para obtener información acerca del servicio paratránsito OC ACCESS y proceso para aplicar como visitante ADA elegible.

B. El visitante debe proveer información que verifique elegibilidad como visitante ADA elegible para paratránsito OC ACCESS.

   1. Este proceso requiere que la persona provea información básica de identidad tal como documentación de certificación ADA en otro lugar, o evidencia de discapacidad tal como se describe en la sección 2(a) y 2(b) arriba.

   2. Viajes planeados por visitantes ADA elegibles pueden ser programados antes de su llegada al Condado de Orange o durante su estadía aquí; esto incluye proveer documentación que pruebe la elegibilidad del visitante ADA elegible al igual que las fechas esperadas para el uso del OC ACCESS.

   3. OC ACCESS Elegibilidad procesara la solicitud de la persona para que el visitante, si se determina que es elegible, pueda prontamente ser otorgado estado de visitante ADA elegible.

C. El visitante será notificado de la determinación acerca de su estado como visitante ADA elegible. Si es determinado como elegible, OC ACCESS elegibilidad proveerá un número de identidad OC ACCESS, incluyendo la "Guía del Pasajero", e información de como utilizar el servicio paratránsito OC ACCESS.

D. Para aquellos determinados a ser visitantes ADA elegibles, OC ACCESS elegibilidad agregara información apropiada en la base de datos de usuarios del paratránsito OC ACCESS.

CÓMO SOLICITAR UN VIAJE

Una vez certificados, los individuos deben coordinar el viaje por lo menos un día antes de realizarlo. Los clientes pueden programar viajes hasta 3 días antes. OC ACCESS incentiva a los clientes para que notifiquen sus viajes lo antes posible (dentro de los 3 días) y así permitir que los coordinadores establezcan las rutas de los vehículos con mayor eficiencia. Existe un servicio limitado de taxis reservados el mismo día para clientes que no hayan realizado una reserva con anticipación. Encontrará información sobre el servicio de taxis reservados el mismo día ofrecido por OC ACCESS en las páginas 49 y 50.

Las solicitudes de reserva de OC ACCESS se toman de lunes a viernes de 7 AM a 5 PM, y los sábados, domingos y feriados de 8 AM a 5 PM.

Para solicitar un viaje, llame al 877-OCTA-ADA (628-2232).

Sugerencias para solicitar un viaje:

Cuando llame para solicitar un viaje, tenga la siguiente información disponible para el operador:

- Su número de identificación de OC ACCESS: (#_______________).
- La fecha del viaje.
- La dirección dónde recogerlo (ciudad, calle e intersecciones exactas).
- La dirección de destino (ciudad, calle e intersecciones exactas).
- El horario en el que desea ser recogido desde la dirección de partida (por ejemplo: desde su casa) o el horario en el que desea llegar a su destino (por ejemplo: consultorio del médico). No es posible solicitar ambos, un horario de partida y un horario de llegada. Puede elegir uno u otro.
- Si utilizará asistencia para su movilidad (caminador, silla de ruedas o animal guía).
- Si viajará con un Asistente de Atención Personal (PCA).
- Si viajará con un acompañante.

Podrá viajar con un acompañante por viaje. Los acompañantes adicionales podrán viajar según la disponibilidad. Sin embargo, no se puede garantizar la disponibilidad para los acompañantes. Los acompañantes deben pagar la tarifa total de OC ACCESS por viaje.

También debe tener papel y pluma a la mano para escribir el nombre del operador, la fecha y período de 30 minutos en que será recogido.

Aunque lo único que tenga que hacer es llevar algo o retirar algo, el conductor no puede esperarlo. Deberá programar dos viajes separados en OC ACCESS. Sin embargo, el Servicio de taxis reservados el mismo día puede ser una opción para usted, si desea realizar un viaje corto para dejar o retirar algo, como una receta en la farmacia.

Instrucciones del Sistema IVR:

El sistema de Respuesta de Voz Interactiva (IVR, por sus siglas en inglés) de OC ACCESS es un programa automático diseñado para los clientes de OC ACCESS y/o sus cuidadores o proveedores de servicios, para confirmar, cancelar, o solicitar viajes. La flexibilidad de este sistema permite realizar solicitudes en cualquier horario, las 24 horas del día. El sistema IVR reduce los tiempos de espera al ofrecer alternativas de conexión directa para los clientes a fin de confirmar, cancelar, o solicitar sus viajes con OC ACCESS utilizando un teléfono de tono.

Para utilizar IVR, llame al 877-OCTA-ADA (628-2232) y oprima el "6" para utilizar este sistema automático.

Se le pedirá que ingrese su número de identificación de OC ACCESS, seguido de su contraseña. Luego presione una de las siguientes opciones:

1 - para confirmar un viaje reservado previamente
2 - para cancelar un viaje
3 - para solicitar un nuevo viaje
4 - para verificar la dirección y/o el número de teléfono registrado
5 - para cambiar su contraseña
6 - para comunicaciones generales
7 - otras oficinas
0 - para comunicarse con un especialista en atención al cliente, o
#2 - para escuchar una lista de otros comandos especiales disponibles

Solicitando OC ACCESS En Línea

Este nuevo sistema en línea te da otra opción para solicitar, cancelar o confirmar tus viajes de OC ACCESS desde cualquier lugar utilizando tu computadora, teléfono inteligente o tableta.

Para comenzar el sistema de reservación en línea, inicia una sesión en línea desde tu dispositivo electrónico en el siguiente enlace: https://ocaccessonline.octa.net, y veras una imagen similar a la siguiente:

Ingresa tu número de ID de OC ACCESS en la primer barra luego ingrese su contraseña personal. Si no tiene una contraseña personal, llame a un agente de elegibilidad de OC ACCESS para solicitarla, marcando el 714-560-5956. También llame a este número si desea ayuda adicional para utilizar el sistema de reserva en línea.

Cuando uses el sistema de reservación en línea, tú puedes:

- Ingresar al sistema a cualquier hora para solicitar viajes con dos a tres días de anticipación, si solicitas un viaje para el siguiente día, necesitas ingresar al sistema y completar tu reservación antes de las 5PM.
- Cancelar viajes previamente solicitados.
- Confirmar tus viajes.
- Revisar tus viajes previamente solicitados.

Sin embargo, no puedes hacer lo siguiente:

- Reservar viajes por suscripción
- Añadir restricciones (tales como “No Dejar Solo”).
- Cambiar o añadir dispositivos de mobilidad.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

SERVICIO DE TAXIS RESERVADOS EL MISMO DÍA

OC ACCESS ofrece un Programa de taxis reservados el mismo día no contemplado por la ADA para los clientes elegibles de OC ACCESS. OCTA subsidia hasta 5 millas de un viaje de taxi reservado el mismo día. Usted paga la tarifa básica de OC ACCESS de **$3.60** para un viaje de 5 millas; cualquier costo adicional a un viaje de 5 millas es pagado por el cliente de OC ACCESS, junto con la tarifa básica de **$3.60**.

Por ejemplo: para un viaje de 4 millas, usted pagaría sólo la tarifa básica de OC ACCESS de **$3.60**. Para un viaje de 8 millas, usted pagaría la tarifa básica de OC ACCESS de **$3.60** más el costo de las 3 millas que superan las millas subsidiadas.

Este servicio es ideal para viajes rápidos a lugares como una farmacia. El Servicio de taxis reservados el mismo día se puede utilizar para cualquier tipo de viaje, como en el caso de OC ACCESS.

Yellow Cab Co
599
-9999

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

714-
-9999
Yellow Cab Co
473

Algunas consideraciones y puntos a destacar del Servicio de taxis reservados el mismo día:

- Para utilizar este servicio se requiere que su elegibilidad para OC ACCESS esté vigente.
- Este servicio se reserva cuando usted está listo para salir.
- La reserva se realiza a través de Reservas de OC ACCESS llamando al 877-628-2232. La línea auditiva es 800-564-4232. Puedes también utilizar la aplicación mobil OC Same Day Taxi. Envíe por correo electrónico a samedaytaxi@octa.net, su nombre, la identificación de OC ACCESS y su número de teléfono celular, para obtener una clave de ingreso y mayor información acerca de la aplicación para teléfonos móviles.
- Este no es un viaje compartido, pero puede ser acompañado por un asistente de atención personal (PCA), animal de servicio o acompañante sin costo adicional.
- No hay período de 30 minutos; la empresa de taxi le enviará la primera unidad que esté disponible.
- Puede reservar su viaje de regreso en el mismo momento que reserva su primer viaje de ida y vuelta.
- Este servicio está disponible de 7 AM a 8 PM toda la semana, incluyendo días festivos.
- Todos los viajes deben ser dentro del Condado de Orange, o al Hospital de Veteranos en Long Beach, o la Universidad Estatal en Long Beach.
- El pago se debe realizar al ingresar al taxi; no se aceptan cupones de OC ACCESS. Se puede utilizar efectivo y tarjetas de crédito.
- Asegúrese de notificar al operador de reservas de OC ACCESS si usted utiliza un dispositivo de movilidad para garantizar que se reserve un vehículo accesible para su viaje.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

INFORMACIÓN SOBRE EL SERVICIO

Negociación de horarios del viaje

Debido al alto número de viaje de OC ACCESS solicitados, OC ACCESS no siempre puede asignar a los clientes el horario exacto en el que ellos desean ser recogidos o en el que desean llegar a destino. La ADA permite la negociación de horarios dentro de una hora antes o después del horario de viaje solicitado. OC ACCESS hace todo lo posible para ofrecer horarios de viaje lo más cercano posible a los solicitados.

Horarios de viaje

El servicio OC ACCESS de OCTA es comparable con el nivel de servicio y el horario de viajes que se ofrecen en las rutas fijas, conforme lo exigen las Normas y Reglamentos del Departamento de Transporte (DOT), 37.121.

Cuando planifique su viaje, tenga en cuenta que lo compartirá con otros clientes de OC ACCESS. Dado que OC ACCESS es un servicio de viajes compartidos, es posible que otros pasajeros sean recogidos o llevados a destino antes que usted.

Llegada del vehículo

El operador de reservas le dará un período de 30 minutos para recogerlo (por ejemplo: entre 9:00 AM y 9:30 AM). El vehículo llegará en cualquier momento dentro de los 30 minutos mencionados. Por ello, una vez que llegue el vehículo, el conductor aguardará cinco minutos. Si usted no se encuentra en el lugar programado donde será. recogido dentro de los cinco. minutos, el conductor lo registrará como ausente.

Si el conductor llega antes del periodo de llegada para recogerlo, y usted está listo y desea marcharse en ese momento, podrá hacerlo; sin embargo, el conductor no podrá marcar una ausencia antes del rango horario establecido para recogerlo.

Los vehículos utilizados para el servicio de OC ACCESS incluyen autobuses pequeños, camionetas y taxis.

Verificación de su viaje

Si el vehículo no llega dentro del rango horario, usted puede llamar para verificar su estado al 877-OCTA-ADA (628-2232), extensión 3, seleccionando la opción “verificación del estado de un viaje”.

No llame para verificar su viaje hasta que el periodo de llegada finalice.

Cancelación de un viaje

OC ACCESS los viajes deben cancelarse por lo menos una hora antes del horario de partida.

Los viajes en taxis para el mismo día, deben ser cancelados antes de que el taxi llegue a donde se encuentra.

Si usted no puede realizar un viaje programado, cancélelo llamando a OC ACCESS en cuanto sepa que no necesitará realizar el viaje. Cuanto antes notifique a OC ACCESS sobre su cancelación, más eficiente será OC ACCESS y el taxi para el mismo día pueden al programar viajes para otras personas.

Para cancelar un viaje solicitado, llame al 877-OCTA-ADA (628-2232), extensión 2.

Asimismo, podrá cancelar un viaje llamando al 877-OCTA-ADA (628-2232) y seleccionando la opción “Para cancelar un viaje”, o utilizando la Respuesta de Voz Interactiva (IVR).

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

TARIFAS DE OC ACCESS

Pago de tarifas

3599001
ACCESS
FARE COUPONS
$36.00
Valid only for
OCTA ACCESS Service
OCTA www.octa.net
ACCESS
DOOR SERVICE COUPON
BOOK
Valid only for
OCTA ACCESS Service
OCTA www.octa.net

Clientes certificados deben pagar la tarifa al ingresar al vehículo. La tarifa exacta se debe pagar en efectivo, con cupones o cualquier combinación que equivalga a la tarifa. Los conductores no tienen cambio.

Los clientes que no puedan pagar la tarifa que corresponda **no serán transportados** y se registrarán como ausentes. Consulte las páginas 60 a 64 para conocer la Política sobre ausencias y cancelaciones tardías de OC ACCESS.

Servicio estándar

Acera a acera

La tarifa básica del servicio de OC ACCESS es de **$3.60** por pasajero por cada viaje.

La tarifa estándar de OC ACCESS es para servicios acera a acera. Si usted necesita ayuda para llegar a la acera, procure que un asistente de atención personal (PCA), un amigo o un familiar lo ayude.

OCTA hará modificaciones razonables a su política, prácticas y procedimientos, donde sea necesario, para evitar discriminación en base a discapacidad o donde el individuo con su discapacidad de otra manera no podría utilizar los servicios, programas o actividades de OCTA.

OCTA podría conceder oportunamente una petición de modificación razonable con tal de que la petición:

- Este dentro del poder de OCTA
- Que no fundamentalmente altere sus servicios naturales
- Que no constituya un peligro directo a la salud y seguridad de otros
- Que no exija la ejecución de un acto ilegal

Solicitando una Modificación Razonable:

- Peticiones del pasajero para modificación razonable de un cliente elegible de OC ACCESS, donde sea factible, serán hechas cuando se solicite el viaje
- Los pasajeros podrían solicitar modificación razonable en el momento del servicio
- Cuando se solicite una modificación razonable, los pasajeros deben de ser lo más específico posible e identificar la necesidad, basado en su discapacidad, para la modificación exigida
- Modificacion razonable será otorgada sin ningún costo

OCTA podría rechazar peticiones de modificaciones razonables si:

- La modificación solicitada no es necesaria para que el solicitador esté disponible a completamente utilizar el servicio
- La modificación solicitada resulte en peligro directo a la salud y seguridad de otros
- La modificación solicitada resulte en alteración fundamental de los servicios de OCTA de ruta fija o de OC ACCESS

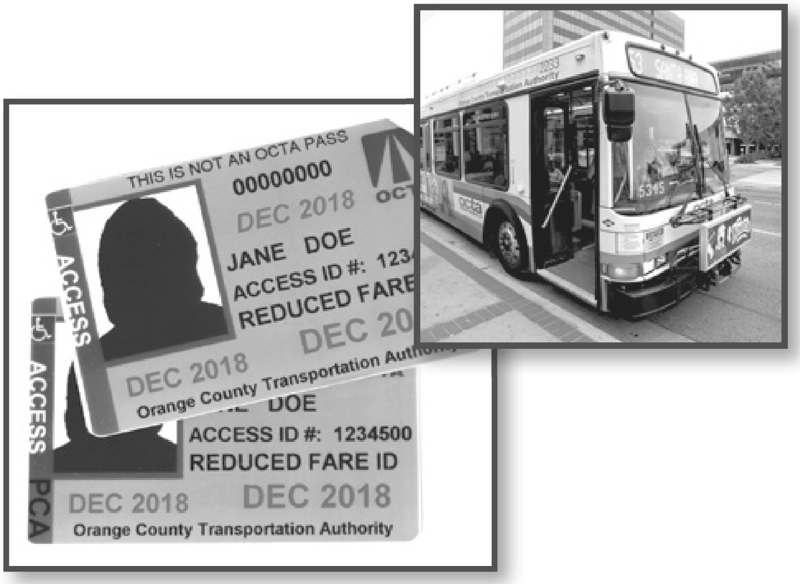
Por razones de seguridad, el servicio puerta a puerta NO está disponible cuando cualquiera de las siguientes condiciones existe:

- El conductor no puede ver el vehículo
- El lugar presenta escalones o escaleras
- La ayuda del conductor puede dañar al cliente, al conductor, o a ambos

OCTA rehusara de proveer servicio a cualquier pasajero que demuestre conducta violenta, seriamente disruptiva, o ilegal, o presente riesgo directo a la salud o seguridad de los demás.

Tarifas reducidas de rutas fijas

Los clientes de OC ACCESS y los PCA que asisten a los clientes de ACCESS podrán viajar en los autobuses de ruta fija por una tarifa de 25 centavos por viaje, por persona. Esto no aplica a la compra de pases diarios. El precio de un Pase diario para personas de la tercera edad/discapacitadas es **$1.50**. Para obtener más información, llame al Departamento de Tarifas Reducidas al 714-560-5596. Todos los autobuses de ruta fija son accesibles para personas con discapacidad.


THIS IS NOT AN OCTA PASS
00000000
DEC 2018
JANE DOE
ACCESS ID #: 1234
REDUCED FARE
DEC 20
ACCESS
DEC 2018
Orange County Transportation Authority
ACCESS
DOE
ACCESS ID #: 1234500
REDUCED FARE ID
PCA
DEC 2018
DEC 2018
Orange County Transportation Authority

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

POLÍTICA SOBRE TARIFAS

- Recuerde que pasajeros elegibles deben pagar su tarifa al ingresar al vehículo de OC ACCESS. La tarifa básica actual de OC ACCESS y el taxi para el mismo día es **$3.60**.
- La tarifa que corresponda se debe pagar en efectivo, con cupones o por medio de un método de pago sin efectivo.
- Los clientes de OC ACCESS deben pagar la tarifa exacta, ya que los conductores no pueden tener cambio.
- Los clientes que no puedan pagar la tarifa correcta no serán transportados y se registrarán como ausentes. Es posible que se suspenda el servicio para clientes que presentan un "patrón y práctica" de no pagar la tarifa correcta al ingresar al vehículo.

Asistentes de Atención Personal (PCA)

Un Asistente de Atención Personal (PCA) podrá viajar gratis para acompañar al cliente de OC ACCESS.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

Acompañantes

Se permite un acompañante además del PCA para acompañar a un cliente elegible para los servicios de OC ACCESS. Los acompañantes adicionales podrán viajar según la disponibilidad, la cual no puede ser garantizada. Cada acompañante debe pagar la tarifa total de OC ACCESS por viaje.

Niños

Hasta tres niños, de cinco años de edad o menores, podrán viajar gratis con cada cliente certificado de OC ACCESS que pague la tarifa. Para obtener información sobre los niños que necesitan un asiento infantil o asiento elevador, conforme lo exige la ley de California, consulte la página 66.

NOTA: Siempre que un cliente sea acompañado por un PCA, acompañante, niño, o animal guía, la persona que programa el viaje debe informarlo al operador de reservas cuando reserva el viaje para asegurar que haya espacio en el vehículo.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

SERVICIOS DE SUSCRIPCIÓN DE OC ACCESS

El servicio de suscripción estará disponible para los clientes que viajen en forma consistente un día o varios días específicos de la semana, en el mismo horario, y hacia y/o desde el mismo destino. El objetivo del servicio de suscripción es permitir que OC ACCESS crea rutas eficientes para los clientes que tienen patrones similares de viaje. De esta manera, los clientes que reciben servicio de suscripción pueden disfrutar la programación automática de sus viajes, sin la necesidad de llamar a un operador de reservas de OC ACCESS para reservar cada viaje.

- OC ACCESS cumple con los reglamentos federales sobre el número total de viajes programados de suscripción.
- Las solicitudes de servicio de suscripción no se completan en forma automática. Las suscripciones se ofrecen según la disponibilidad de lugares y la ruta del vehículo, y los clientes deben presentar un historial de viajes consistente sin cancelaciones y/o ausencias excesivas.
- Cuando se solicita una suscripción, los coordinadores de OC ACCESS negocian conforme a los lineamientos de la ADA para coordinar un servicio efectivo y eficiente para todos los clientes.
- Los clientes de suscripción que temporalmente suspendan su suscripción por períodos de un mes o más, perderán su servicio de suscripción. Una vez que se pierde la suscripción, cualquier solicitud de servicios de suscripción futura será considerada una solicitud nueva.

- Si un cliente solicita cambios en su servicio de suscripción, esto se considerará una solicitud nueva.
- Todas las tarifas de OC ACCESS exigidas se deben pagar para los viajes de suscripción.
- Si usted no puede realizar un viaje programado, cancélelo en cuanto sepa que no puede hacer el viaje. Lea la página 52 para obtener información sobre la "Cancelación de un viaje".

Servicio de suscripción: Ausencias

Debido a la gran demanda y la limitada disponibilidad del servicio de suscripción, los clientes que frecuentemente tengan ausencias y/o cancelen a destiempo, perderán dicho servicio. Vea la Política de Ausencias y Cancelaciones Tardías en las páginas 60 a 64.

Sanciones por ausencias excesivas al servicio de suscripción

Los clientes con servicios de suscripción deberán cumplir con la misma Política de Ausencias y Cancelaciones Tardías que los clientes OC ACCESS que programan viajes individuales. Vea la Política de Ausencias y Cancelaciones Tardías en las páginas 60 a 64.

POLÍTICA SOBRE AUSENCIAS Y CANCELACIONES TARDÍAS OC ACCESS

Cada ausencia verificada (o cancelación tardía) cuenta como una ausencia. Los clientes pueden ser suspendidos del servicio después de que cumplan todas las siguientes condiciones:

- Acumulen tres o más ausencias en un mes del calendario
- Hayan programado 10 o más viajes en ese mes
- Se hayan ausentado o cancelado tarde al menos el 10% de esos viajes

Una carta de advertencia será enviada al cliente al cumplir todas las condiciones de arriba en ese mismo mes, para recordarle e informarle de la política de ausencias y el proceso de apelación y que sus privilegios de OC ACCESS estarán en peligro de ser suspendidos. La política de suspensión por ausencias dicta los siguientes resultados dentro de un periodo de 12 meses:

Primera ofensa – 7 días de suspensión
Segunda ofensa – 14 días de suspensión
Tercera ofensa – 21 días de suspensión
Cuarta ofensa – 28 días de suspensión, máximo

Objetivo

El objetivo de la Política de Ausencias y Cancelaciones Tardías es el siguiente:

- Definir los períodos de tiempo para programar y/o cancelar un viaje
- Definir una ausencia
- Definir una cancelación tardía

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

- Especificar las sanciones que se impondrán debido a las ausencias y cancelaciones tardías excesivas
- Describir el proceso de apelación de ausencias y cancelaciones tardías

Antecedentes

La Ley de Estadounidenses Discapacitados (American with Disabilities Act, ADA) de 1990 exige que el servicio de transporte de ruta fija para el público en general también brinde servicio de transporte complementario a las personas discapacitadas que no puedan usar el servicio de autobús de ruta fija. La Sección 37.125(h) de las normas de la Ley de Estadounidenses Discapacitados autoriza la suspensión del servicio para discapacitados si el cliente establece el hábito o la costumbre de no asistir a los viajes programados.

Definición de una ausencia

Una ausencia se define de la siguiente manera:

- Un cliente que no asiste a un viaje programado
- Un cliente que cancela un viaje al momento de la llegada del conductor del vehículo
- El auxiliar de cuidado personal o el representante de la agencia (incluido el tutor laboral) no recibe al cliente cuando llega a su destino en el caso de que el cliente no deba estar sin supervisión

Si el cliente no se encuentra en el lugar programado para el recojo a la hora programada, el conductor esperará durante cinco minutos antes de marcar al cliente como ausente.

Definición de una cancelación tardía

Una cancelación tardía se define de la siguiente manera:

- Un viaje que se canceló en menos de una hora antes de la hora programada para el recojo.

Si un cliente de OC ACCESS cancela a destiempo la primera parte de un viaje de ida y vuelta, OC ACCESS no puede cancelar automáticamente el viaje de vuelta. Si no se cancela en una hora por adelantado el viaje de vuelta programado, esto se considerará una cancelación tardía. Las cancelaciones tardías y las ausencias excesivas pueden ocasionar la suspensión del servicio (Vea la sección titulada Advertencias, Sanciones y Proceso de Apelación en las páginas 62 y 63). Tenga en cuenta lo siguiente: Es la obligación del cliente de OC ACCESS llamar y cancelar el viaje de vuelta en el caso de que no lo requiera.

Advertencias, Sanciones y Proceso de Apelación

Es posible que se envíe al cliente una carta de advertencia después de la tercera ausencia o cancelación tardía para recordarle de la política e informarle que se podrían suspender sus privilegios OC ACCESS.

Proceso de Advertencias, Sanciones y Apelación

1. La primera y segunda ausencia o cancelación tardía dentro de un mes calendario:

   Acción a seguir: Ninguna

2. Tercera ausencia o cancelación tardía dentro de un mes calendario y todas las condiciones de ausencias hayan sido cumplidas:

   Acción a seguir: Es posible que se envíe una carta de advertencia a la dirección registrada del cliente.

   i. Esta notificación le informará al cliente de la intención de OC ACCESS de suspender el servicio durante un período de 7 dias.

   ii. Los clientes pueden enviar una solicitud para justificar alguna ausencia o cancelación tardía que pueda estar incorrecta o fuera de su control dentro del período de quince (15) días a partir de la fecha de la carta de advertencia.

3. Si no se recibe ninguna respuesta a la carta de advertencia dentro de quince (15) días:

    Acción a seguir: Se enviará una carta de intento de suspensión a la dirección registrada del cliente.

4. Si no se recibe respuesta a la carta de intención de suspensión dentro de quince (15) días:

    Acción a seguir: Se enviará una carta de suspensión final a la dirección registrada del cliente.
    – OC ACCESS otorgará treinta (días) a partir de la fecha de la carta de suspensión final para que el cliente pueda coordinar otras alternativas de transporte. Vea Proceso de solicitud/apelación de ausencias y cancelaciones tardías en la página 64 para más información.

Se llevará una cuenta mensual de las ausencias y cancelaciones tardías. Sin embargo, el cliente tiene la responsabilidad de llevar la cuenta de sus ausencias y cancelaciones tardías para asegurarse de que están dentro del nivel aceptable. También es responsabilidad del cliente asegurarse de informarle debidamente a OC ACCESS acerca de cualquier cambio en su dirección postal para asegurarse de que toda la correspondencia se reciba a tiempo.

Proceso de solicitud/apelación de ausencias y cancelaciones tardías

Si las ausencias o cancelaciones tardías del cliente exceden el 10% del total de los viajes programados mensualmente y si el cliente ha acumulado tres o más de ausencias o cancelaciones tardías durante un mes calendario y recibe una notificación de suspensión, es posible que pueda apelar dicha suspensión ante un comité de apelación formal. Toda la información sobre el proceso de apelación estará incluida en la carta de suspensión del servicio. El cliente tendrá 15 días para apelar la suspensión y recibirá una notificación en un plazo de 30 días sobre la decisión de apelación antes de que la suspensión tenga lugar.

County Transportation Authority
OCACCESS

Suspensión del servicio de suscripción

La Política de Ausencias y Cancelaciones Tardías se aplica a todos los clientes de OC ACCESS, incluidos los que reciben el servicio de suscripción.

Orange County Transportation Au
octa
OUR WHEE

Si un cliente del servicio de suscripción recibe dos (2) suspensiones de servicio en un período flotante de 12 meses, la suscripción se cancelará. El cliente podrá seguir programando viajes con OC ACCESS cuando termine la segunda suspensión; sin embargo, se cancelará la suscripción y el cliente tendrá que llamar a OC ACCESS para reservar todos los viajes en el futuro.

POLITICA DE CONDUCTA DEL CLIENTE

Para garantizar en bienestar, seguridad, y comodidad de nuestros clientes de OC ACCESS, no se permite la conducta violenta, ilegal o perturbadora dentro del vehículo. OCTA ha desarrollado políticas para tratar clientes cuya conducta interfiere con la operación segura de los vehículos de OC ACCESS. Si un conductor informa sobre la conducta inapropiada de un cliente (o padre, proveedor de atención, etc.), y la conducta continúa interfiriendo con la operación segura de un vehículo de OC ACCESS, es posible que se suspenda el servicio. OC ACCESS trabajará con padres, proveedores de atención, escuelas y personal contratado, o cualquier persona directamente involucrada con el cliente, para procurar la conducta adecuada del cliente a bordo del transporte público. No se permiten materiales peligrosos, armas de cualquier tipo, explosivos, líquidos corrosivos, y materiales inflamables, en los vehículos de OC ACCESS.

Suspension del Servicio

Todos los incidentes serán investigados completamente, al determinar los resultados, la siguiente suspensión del servicio podría aplicar:

Primera ofensa – dependiendo de la gravedad de la falta, ésta puede resultar en una advertencia verbal o escrita, o en una suspensión del servicio por 7 días.

Segunda ofensa – suspensión por 14 días

Tercera ofensa – suspensión por 21 días

Cuarta ofensa – suspensión por 28 días, máximo

Información adicional sobre la Política de la Conducta de Clientes de OCTA está disponible en el **www.octa.net/CustomerConduct**

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

PARA SU SEGURIDAD

- **Política para la protección de niños** – Un adulto responsable debe acompañar a los niños de cinco años de edad o menores. Si el cliente elegible es el niño de cinco años o menos, el adulto responsable podrá viajar en forma gratuita como Asistente de Atención Personal.

- **Ley sobre el cinturón de seguridad para niños** – Los niños deben viajar acomodados en forma adecuada en el asiento trasero del vehículo en un asiento infantil o en un asiento elevador hasta que tengan ocho años de edad o una altura mínima de 1 metro y medio, conforme lo establece la ley de California. OC ACCESS no provee los asientos infantiles o asientos elevadores. El conductor puede asistir a los clientes para colocar el asiento infantil o el asiento elevador, si así lo solicitasen.

- **Clientes que requieren supervisión** – Si nadie está presente para recibir a un cliente que requiere asistencia, es posible que el cliente sea transportado de regreso a la dirección donde se le recogió. Además, es posible que se notifique a los servicios de protección para adultos o niños.

- **Medicamentos y otras necesidades médicas** –
  Los clientes que necesitan medicamentos u oxígeno en intervalos regulares, deben ser informados sobre la posibilidad de que la duración del viaje sea de hasta 90 minutos o más por razones ajenas al control de OC ACCESS (incluyendo tráfico, condiciones climáticas o duración del viaje).

- **Dispositivos de movilidad** –
  Se recomienda que los clientes con scooter se trasladen a un asiento dentro del vehículo. Los frenos deben estar en buenas condiciones para ser transportados sin peligro, no excepciones.

OC ACCESS cargará la silla de ruedas y el ocupante si el elevador y el vehículo los puede acomodar físicamente, a menos que el hacerlo no sea consistente con requisitos legítimos de seguridad.

Para ayudarnos a proveer servicio de calidad, mantenemos un record del dispositivo de movilidad utilizado durante la evaluación funcional en persona. Si ha cambiado su dispositivo de movilidad, debe de comunicarse con un agente de eligibilidad de OC ACCESS al 714-560-5956 para alertarnos de su cambio.

- **Paquetes** – Los clientes pueden llevar hasta dos paquetes del tamaño de una bolsa de compras, y pueden utilizar carros pequeños de compras para trasladar sus objetos. Los conductores no están obligados a asistir a los clientes con paquetes o carros de compras.

- **Higiene personal** – Los clientes deben mantener un estándar aceptable de aseo personal, fluidos corporales expuestos y/o patógenos transmitidos por la sangre, no serán permitidos.

- **Cinturones de seguridad** – Los clientes están requeridos a utilizar cinturón de seguridad de las piernas y los hombros para su seguridad.
- **Animales guía** –

    - Los animales guía deben llevar correa o arnés y deben estar junto a sus dueños en todo momento.
    - Los animales guía deben estar bajo el control total del cliente de OC ACCESS al que guían.
    - Los animales guía no pueden ocupar asientos y deben permanecer en el piso en todo momento, asegurando que no bloqueen el pasillo, la trayectoria del viaje, las puertas de acceso, o los elevadores.
    - El comportamiento agresivo o dominante de los animales guía no será tolerado, y podrá denegarse el servicio de OC ACCESS si un animal guía demuestra conducta disruptiva.
- **Traslado con silla de ruedas** – Los clientes que desean ser trasladados desde una silla de ruedas a un asiento deben registrarse como clientes con silla de ruedas. Los conductores deben asegurar todas las sillas de ruedas y no pueden "doblar y guardar" las sillas en el vehículo. Además, debido a limitaciones de capacidad, es posible que los clientes deban viajar en sus sillas de ruedas en lugar de ser trasladados a asientos. Los conductores de OCTA no asisten en estos traslados.

Información Para Contactar al FTA:

Llama a la Administración Federal de Tránsito (FTA) de Lunes a Viernes entre las 8:30 AM a 5:00 PM EDT (5:00 AM a 2:30 PM PDT) excluyendo los días festivos **202-366-4043**

Número principal para información general del Departamento de Transporte (DOT) esta disponible de Lunes a Viernes entre las 8:00 AM a 5:30 PM EDT (5:00 AM a 2:30 PM PDT) excluyendo los días festivos **855-368-4200**

Sitio de internet: www.transit.dot.gov
Departamento de Transporte de Estados Unidos
Administracion Federal de Transito, East Building
1200 New Jersey Ave, SE, Washington, DC 20590
TTY = ... **800-877-8339**
Voice = ... **866-377-8642**
VCO = ... **877-877-6280**

La información encontrada en esta Guía Del Pasajero puede ser obtenida en formatos alternativos, tales como, Braille y audio, al solicitarlo. Favor llamar a un agente de elegibilidad de OC ACCESS al 714-560-5956 o por correo electrónico al accesseligibility@octa.net. OC ACCESS hará todo lo posible para proveer el formato requerido dentro de un tiempo razonable.

OCTA

Si tiene preguntas o desea obtener más información sobre el servicio de OC ACCESS, llame al 877-OCTA-ADA (628-2232).

Esperamos tener el gusto de prestarle nuestros servicios.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 2

OCTA

Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863 -1584

PRESORTED
STANDARD
U.S. POSTAGE PAID
SANTA ANA, CA
PERMIT NO. 985

Orange County Transportation Authority
550 S. Main Street
P.O. Box 14184
Orange, CA 92863-1584

OC ACCESS Reservations/Information

Reservaciones Información OC ACCESS

877-628-2232

TDD (Hearing Impaired Phone)

(Teléfono para personas con deficiencias auditivas)

800-564-4ADA (564-4232)

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 3

Customer Comment Process

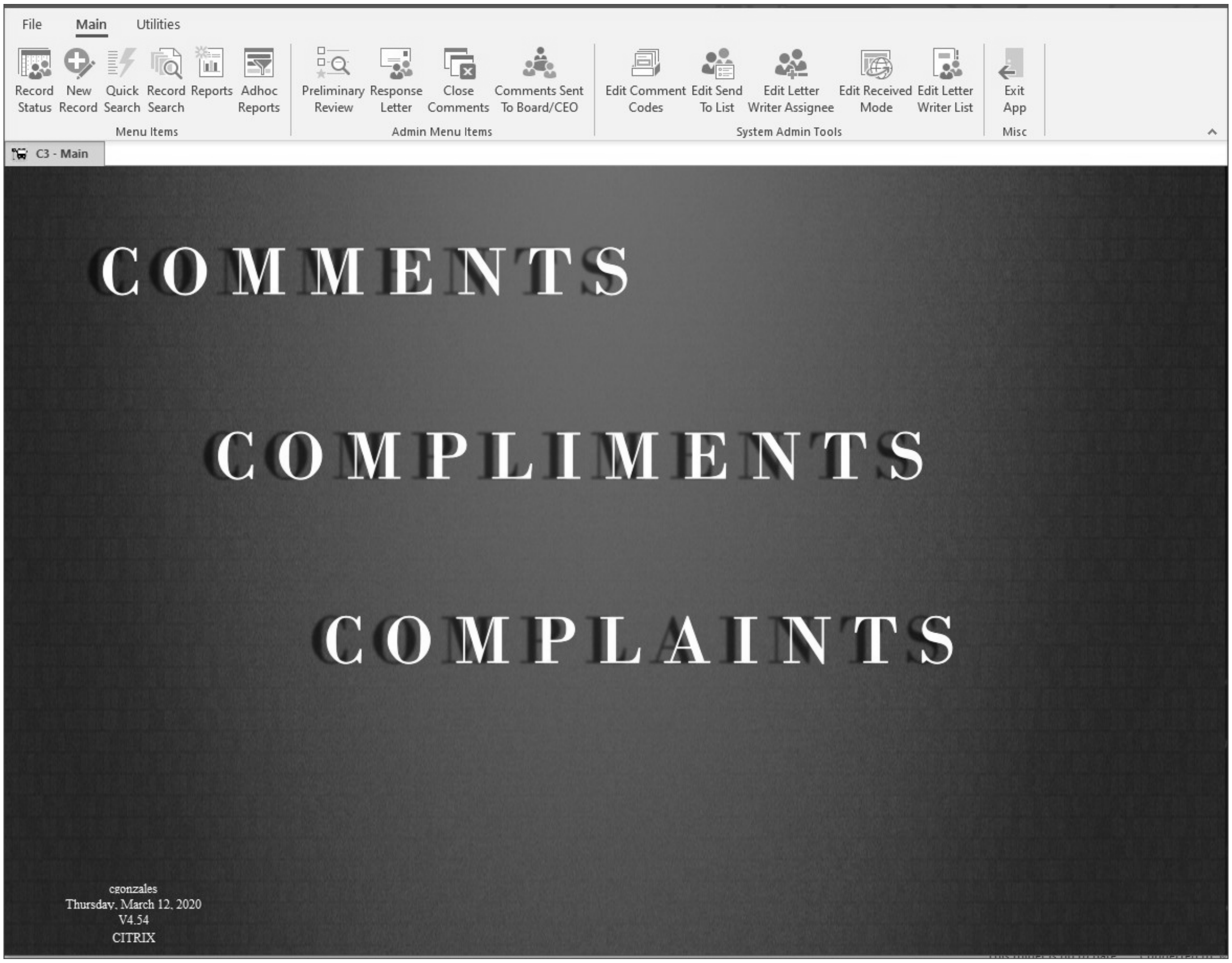
1. Searching for Comments in C3
2. Entering comment responses in C3

Searching for Comments in C3

Searching for comments the same day they are entered into C3

The easiest way to search for comments in C3 the same day they have been entered is to go to the “Record Status” tab on the Main Menu.

When you click this tab, it opens a dialogue box displaying open comments. Comments will appear with oldest comment first.

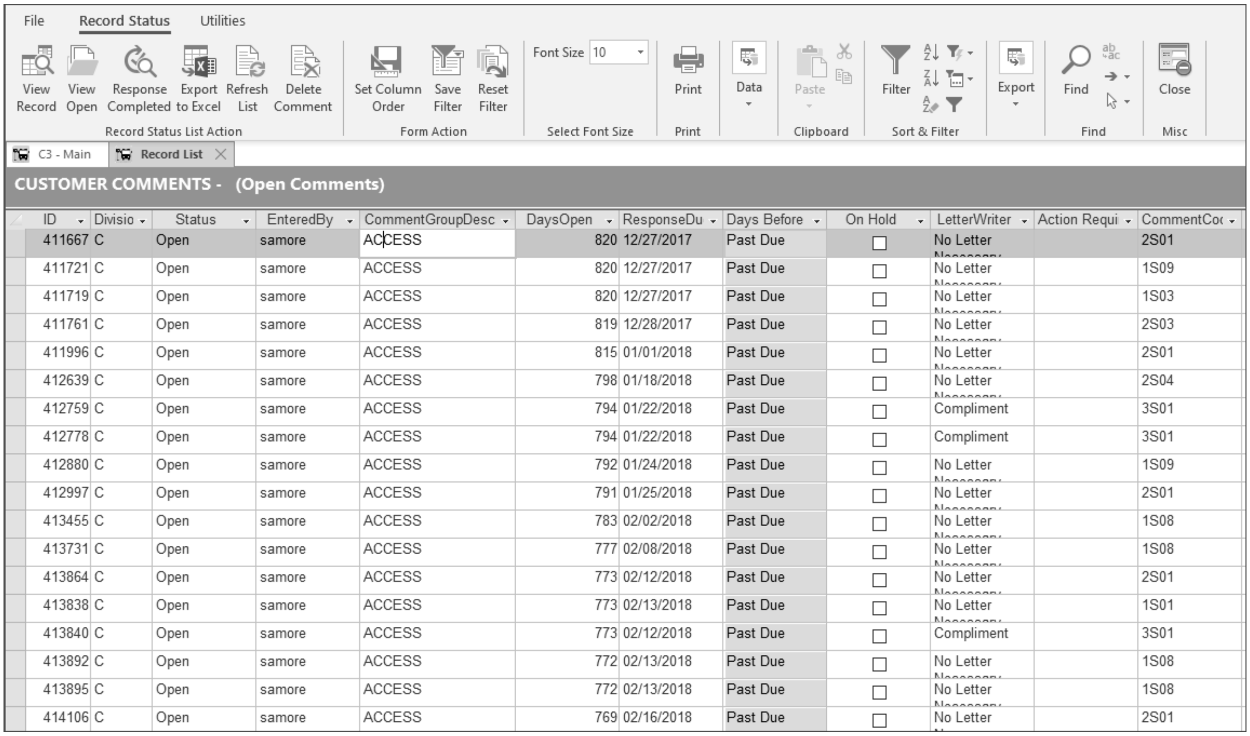

File
Main
Utilities
Record Status
New Record
Quick Search
Record Search
Reports
Adhoc Reports
Menu Items
Preliminary Review
Response Letter
Close Comments
Comments Sent To Board/CEO
Admin Menu Items
Edit Comment Codes
Edit Send To List
Edit Letter Writer Assignee
Edit Received Mode
Edit Letter Writer List
System Admin Tools
Exit App
Misc
C3 - Main
COMMENTS
COMPLIMENTS
COMPLAINTS
cgonzales
Thursday, March 12, 2020
V4.54
CITRIX

To find the most recent comments, click on the Days Open column, which will highlight the column.

Click A-Z, and the newest comments will appear first on the list.

For comments entered the same day, click on a comment that has been open 0 days, and then click on the filter icon, which looks like a funnel.

You can follow the filtering steps above and filter using the comment code, base or any other field.


File
Record Status
Utilities
View Record
View Open
Response Completed
Export to Excel
Refresh List
Delete Comment
Record Status List Action
Set Column Order
Save Filter
Reset Filter
Form Action
Font Size
10
Select Font Size
Print
Print
Data
Paste
Clipboard
Filter
Sort & Filter
Export
Find
Find
Close
Misc
C3 - Main
Record List

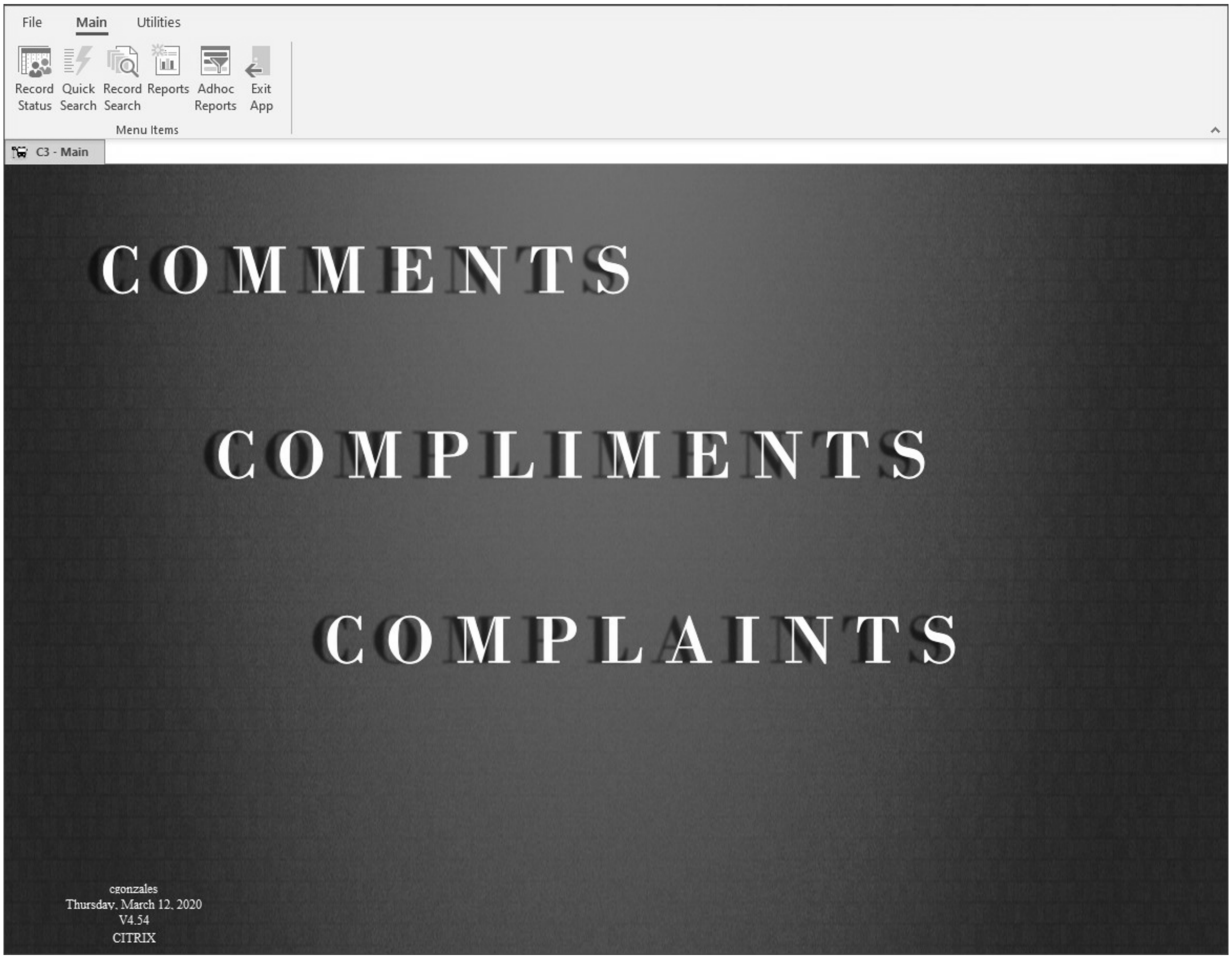
CUSTOMER COMMENTS - (Open Comments)

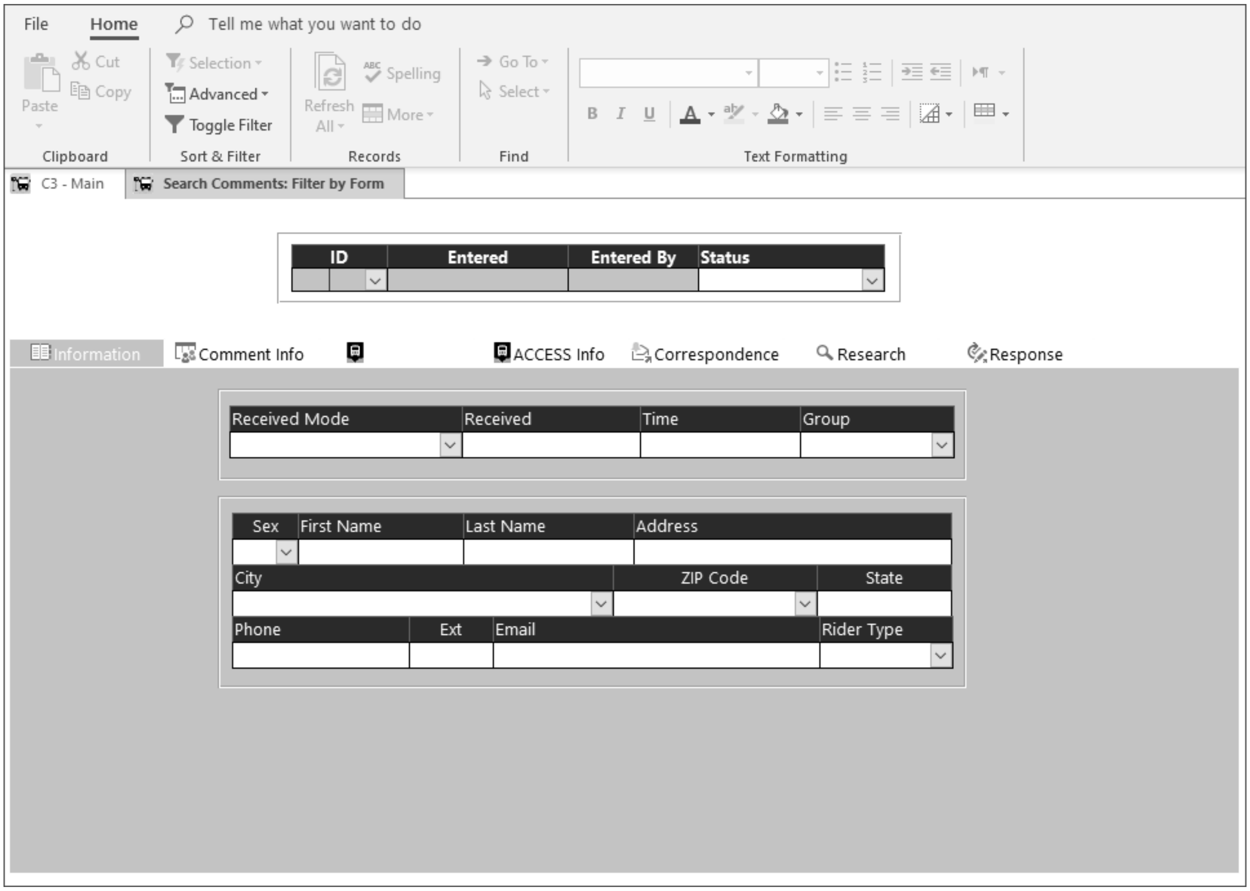
ID	Divisio	Status	EnteredBy	CommentGroupDesc	DaysOpen	ResponseDu	Days Before	On Hold	LetterWriter	Action Requi	CommentCo
411667	C	Open	samore	ACCESS	820	12/27/2017	Past Due	☐	No Letter		2S01
411721	C	Open	samore	ACCESS	820	12/27/2017	Past Due	☐	No Letter		1S09
411719	C	Open	samore	ACCESS	820	12/27/2017	Past Due	☐	No Letter		1S03
411761	C	Open	samore	ACCESS	819	12/28/2017	Past Due	☐	No Letter		2S03
411996	C	Open	samore	ACCESS	815	01/01/2018	Past Due	☐	No Letter		2S01
412639	C	Open	samore	ACCESS	798	01/18/2018	Past Due	☐	No Letter		2S04
412759	C	Open	samore	ACCESS	794	01/22/2018	Past Due	☐	Compliment		3S01
412778	C	Open	samore	ACCESS	794	01/22/2018	Past Due	☐	Compliment		3S01
412880	C	Open	samore	ACCESS	792	01/24/2018	Past Due	☐	No Letter		1S09
412997	C	Open	samore	ACCESS	791	01/25/2018	Past Due	☐	No Letter		2S01
413455	C	Open	samore	ACCESS	783	02/02/2018	Past Due	☐	No Letter		1S08
413731	C	Open	samore	ACCESS	777	02/08/2018	Past Due	☐	No Letter		1S08
413864	C	Open	samore	ACCESS	773	02/12/2018	Past Due	☐	No Letter		2S01
413838	C	Open	samore	ACCESS	773	02/13/2018	Past Due	☐	No Letter		1S01
413840	C	Open	samore	ACCESS	773	02/12/2018	Past Due	☐	Compliment		3S01
413892	C	Open	samore	ACCESS	772	02/13/2018	Past Due	☐	No Letter		1S08
413895	C	Open	samore	ACCESS	772	02/13/2018	Past Due	☐	No Letter		1S08
414106	C	Open	samore	ACCESS	769	02/16/2018	Past Due	☐	No Letter		2S01

You can also view and edit an existing comment by clicking the “View Record’ button or by double clicking on the grey box next to the comment ID number.

When you are finished searching, click Close at the top of the screen to exit this function.

Searching for a comment by name, mailing address, or e-mail address
From the C3 main menu, select Record Search. The following screen will appear:


File
Main
Utilities
Record Status
Quick Search
Record Search
Reports
Adhoc Reports
Exit App
Menu Items
C3 - Main
COMMENTS
COMPLIMENTS
COMPLAINTS
cgonzales
Thursday, March 12, 2020
V4.54
CITRIX


File
Home
Tell me what you want to do
Paste
Cut
Copy
Clipboard
Selection
Advanced
Toggle Filter
Sort & Filter
Refresh All
Spelling
More
Records
Go To
Select
Find
B
I
U
Text Formatting
C3 - Main
Search Comments: Filter by Form
ID
Entered
Entered By
Status
Information
Comment Info
ACCESS Info
Correspondence
Research
Response
Received Mode
Received
Time
Group
Sex
First Name
Last Name
Address
City
ZIP Code
State
Phone
Ext
Email
Rider Type

To search by name, input customer's first and last name. Tab from the First Name field to the Last Name field. Single quotes should appear around the first name and the last name.

After the name has been input, go to the Sort and filter dialogue box and click "advanced" and select "apply filter/sort". All customer comment for that search criteria will be displayed.

If the customer has more than one comment, use the arrows at the bottom left to scroll through different comments.

Searches can also be conducted by first or last name only. For example, by using "Fred" in the first name field, every comment on file submitted by a customer named Fred will be retrieved.

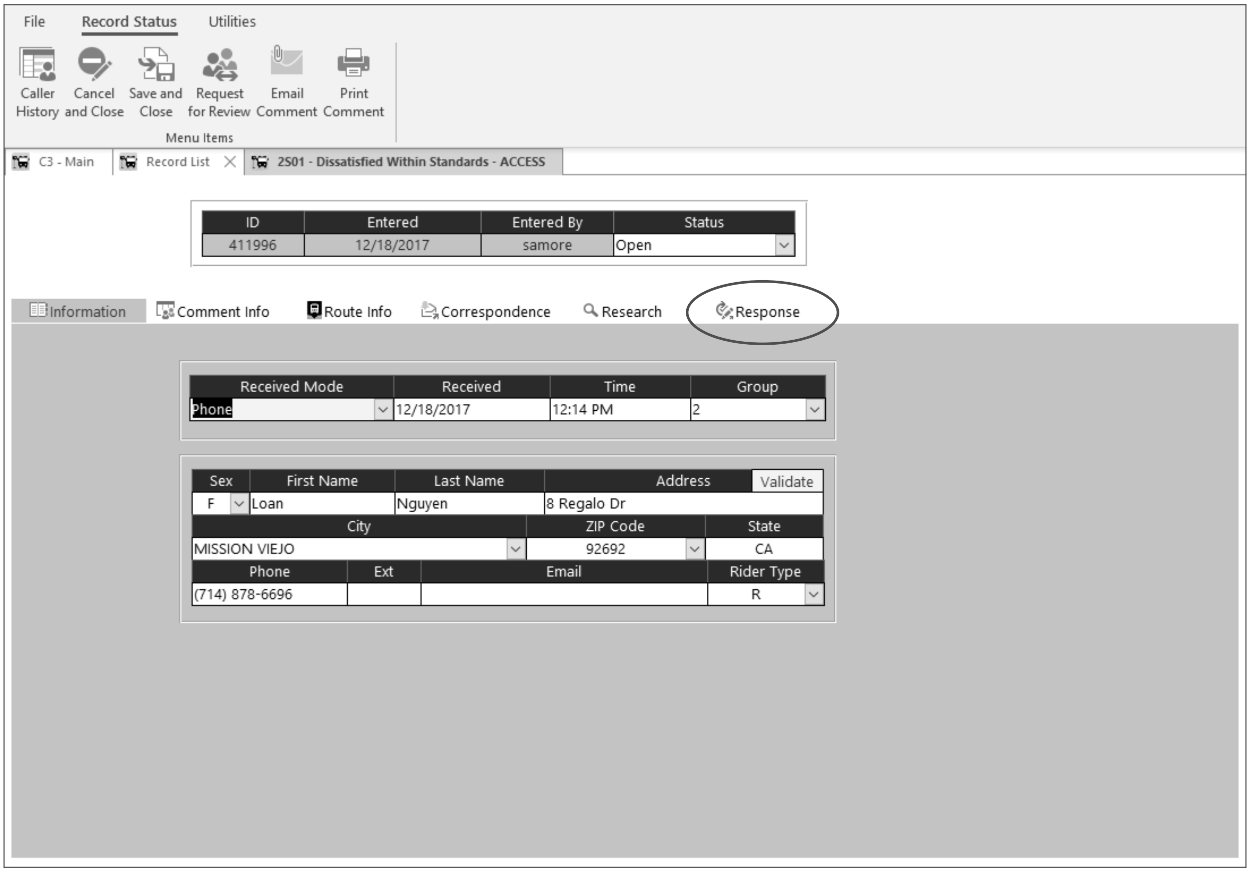
The same procedures can be followed to search by address, phone number (don't forget to input the area code first), and e-mail address.

Entering Comment Responses in C3

Comment responses are to be entered by the primary respondent.

To input a response, retrieve the comment from C3. (See “Searching for Comments in C3” for more information)

Click on the “Response” tab.


File
Record Status
Utilities
Caller History
Cancel and Close
Save and Close
Request for Review
Email Comment
Print Comment
Menu Items
C3 - Main
Record List
2S01 - Dissatisfied Within Standards - ACCESS
Information
Comment Info
Route Info
Correspondence
Research
Response
Validate

ID	Entered	Entered By	Status
411996	12/18/2017	samore	Open

Received Mode	Received	Time	Group
Phone	12/18/2017	12:14 PM	2

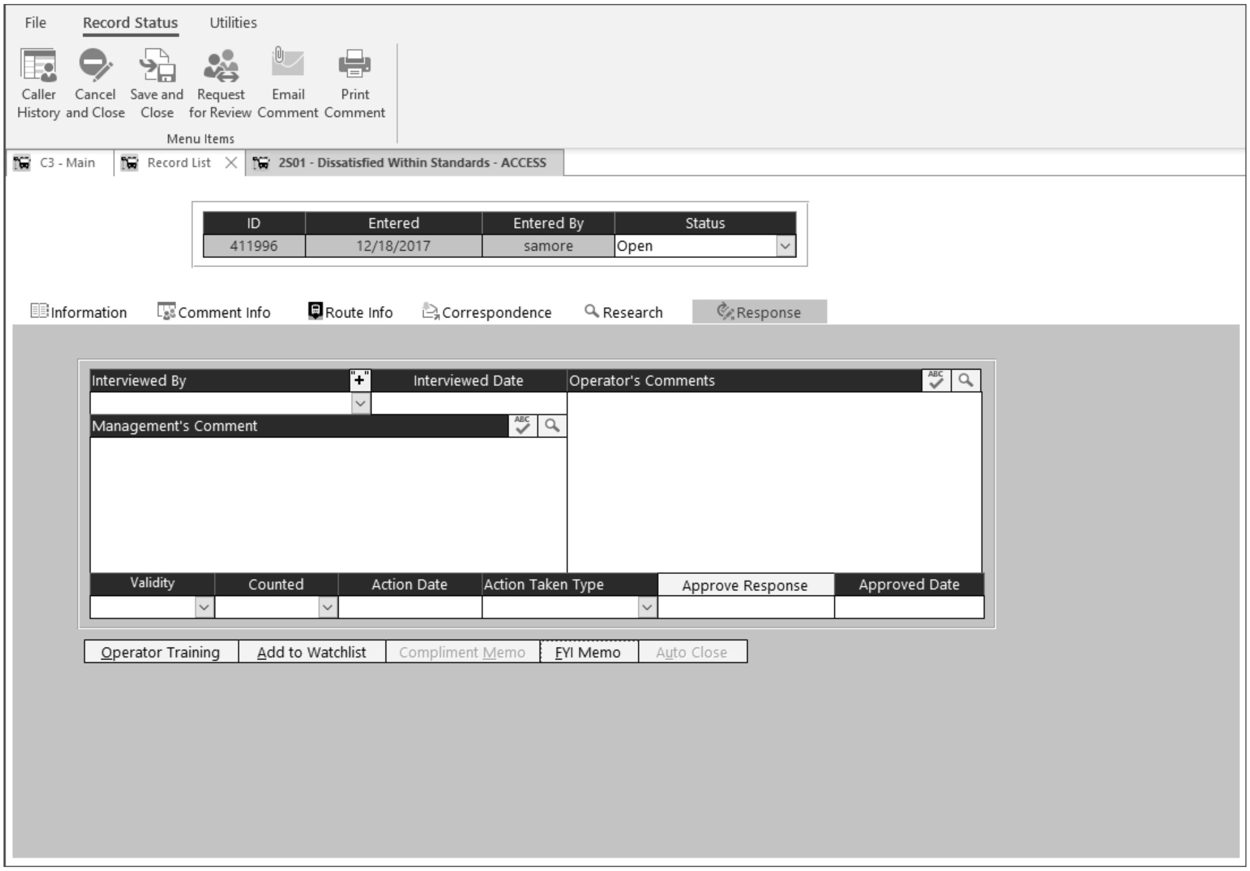
Sex	First Name	Last Name	Address
F	Loan	Nguyen	8 Regalo Dr

City	ZIP Code	State
MISSION VIEJO	92692	CA

Phone	Ext	Email	Rider Type
(714) 878-6696			R

Enter the response, date and initial the comment. Switch the status to pending.

Be sure to click on “Save and Close” so that the information is saved in C3.


File
Record Status
Utilities
Caller History
Cancel and Close
Save and Close
Request for Review
Email Comment
Print Comment
Menu Items
C3 - Main
Record List
2S01 - Dissatisfied Within Standards - ACCESS
Information
Comment Info
Route Info
Correspondence
Research
Response
Interviewed By
Interviewed Date
Operator's Comments
Management's Comment
Validity
Counted
Action Date
Action Taken Type
Approve Response
Approved Date
Operator Training
Add to Watchlist
Compliment Memo
FYI Memo
Auto Close

ID	Entered	Entered By	Status
411996	12/18/2017	samore	Open

PERFORMANCE STANDARDS

Category	Definition	Standard	Frequency	Incentive	Penalty
Pick-Up On-Time Performance [OTP]	The percentage of trips when the driver arrives within the 30-minute on-time window for scheduled pick-up trips.The 30-minute pick-up window is calculated from the scheduled time, plus 30-minutes. (ex. Scheduled Pick-up Time at 8 AM, On-time Window is 8 AM to 8:30 AM. 8:31 AM is late).	94%	Monthly	$5,000 for each percentage point above 94% on-time	$5,000 for each percentage point below 94% on-time.
Arrival On-Time Performance [OTP]	The percentage of trips when the driver arrives within the 30-minute on-time window for scheduled "arrival by" trips. The 30-minute arrival window is calculated from the scheduled arrival time, minus 30-minutes. (ex. Scheduled Arrival Time at 10 AM, On-time Window is 9:30 AM to 10 AM. 9:29 is too early and 10:01 AM is late).	90%	Monthly	$1,000 for each percentage point above 90% on-time	$1,000 for each percentage point below 90% on-time.
Excessively Late Pick-up Trips	Trips in which the vehicle arrives more than 60 minutes past the scheduled pick-up time and the customer takes the trip.	0.15%	Monthly	$5,000 per month when excessively late trips is 0.05% or less	$5,000 when excessively late trips fall within a range of 0.2% and 0.25%. $10,000 when excessively late trips exceeds 0.25%.
Excessively Early Arrival Trips	Trips in which a rider is dropped off earlier than 60 minutes before the scheduled arrival time.	0.15%	Monthly	$1,000 per month excessively early trips is 0.05% or less.	$1,000 when excessively early trips fall within a range of 0.2% and 0.25%. $5,000 when excessively early trips exceeds 0.25%.
Missed Trips	A “missed trip” results from trips that are requested, confirmed, and scheduled, but do not take place because (1) the vehicle arrives and leaves before the beginning of the scheduled pick-up window (pick-up and arrival trips) without picking up the rider and without any indication from the rider that he or she no longer wantes to take the trip, (2) the vehicle does not wait the required 5-minute dwell time, there is no contact with the rider, and the vehicle departs without the rider, (3) the vehicle arrives after the end of the pickup window and departs wihtout picking up the rider (either because the rider is not there or declines to take the trip because it is now late), and (4) the vehicles does not arrive at the pick-up location.	0.15%	Monthly	$5,000 per month when missed trips is 0.05% or less	$5,000 when missed trips fall within 0.2% and 0.25% OR $10,000 when missed trips exceeds 0.25%
Call Center Average Hold Time	Measured as the average telephone hold time for all service lines (reservations, cancellation, ride check and general information).	60 seconds	Monthly	None	$1,000 when the average hold time for all service lines fall within 90 seconds and 120 seconds. $5,000 when the average hold time for all service lines exceeds 120 seconds.
Call Center Maximum Hold Time	Measured as the maximum telephone hold time (5 minutes) for all service lines (reservations, cancellation, ride check and general information).	98%	Monthly	None	$1,000 when the maximum telephone hold time for all service lines fall within 94% and 96%. $5,000 when the maximum telephone hold time for all service lines falls below 94%.
Valid Complaints	The ratio of valid complaints to monthly passengers provided service.	1 per 1,000 passengers	Per occurrence	None	$100 for each valid complaint over 1.5 per one thousand passengers.
Preventable Accidents	The ratio of preventable accidents to vehicle miles. Preventable accident is defined as an event where a driver providing revenue service could have been reasonably avoided by the driver. An accident is defined as contact between the vehicle and another object.	1 per 100,000 miles	Monthly	None	$1,000 penalty in any month where preventable accidents per 100,000 service miles is between 1.25 and 1.50. ----- $5,000 penalty in any month where preventable accidents per 100,000 service miles is between 1.51 and 1.75. ----- $10,000 penalty in any month where preventable accidents exceeds 1.75.

PERFORMANCE STANDARDS

Preventable Incidents	The ratio of preventable incidents to vehicle miles. Preventable incident is defined as an event where a driver providing revenue service could have been reasonably avoided by the driver. An incident is defined as non-accident that involves an OC ACCESS passenger suffering an injury or possible injury in or near a vehicle in revenue service. Examples include, but are not limited to, falls while boarding or exiting, falls away from the vehicle, and passenger securement failures.	0.50 per 100,000 miles	Monthly	None	$1,000 penalty in any month where preventable incidents per 100,000 service miles is between 0.75 and 1.00. ----- $5,000 penalty in any month where preventable incidents per 100,000 service miles is between 1.01 and 1.25. ----- $10,000 penalty in any month where preventable incidents exceeds 1.25.
Trip Denials	Trip denials result when (1) a rider requests a next-day trip and the CONTRACTOR says it cannot provide the trip, (2) a rider requests a next-day trip and the CONTRACTOR offers a trip that is outside the 1-hour negotiating window, regardless of whether the rider accepts the trip, and (3) a rider requests a round-trip and the CONTRACTOR can only provide one leg of the trip. If the rider does not take the offered one-way trip, both portions of the trip are denials.	100% compliance	Per occurrence	None	$500 penalty for each denied trip.
Accident / Incident Notification	Measured as the number of occurrences where an accident or incident is not reported within 2 hours from the time of the incident.	Report all accidents or incidents within 2 hours.	Per occurrence	None	$1,000 per accident or incident not reported within 2 hours.
Monthly Operating Reports	Measured as number of days past due date that complete reporting package and invoice is submitted. Calculated as (# Days Late x # Reports) x $100.00	Contractor shall submit reports on time, as outlined within the agreement.	Per occurrence	None	$100 per day for each late report.
Key Positions	Contractor shall fill all Key Positions as outlined within the agreement.	Unfilled key position beyond 30-days	Per occurrence	None	Deduct salary and benefits plus $1,000 per day for each position unfilled beyond 30 days.
Terminal Inspections:	A “U” rating means that the motor carrier was found to be out of compliance in several areas or violations of a serious nature were identified, such as excessive Operators’ hours of service or poorly maintained vehicles or equipment. If all categories are found to be satisfactory, the terminal rating shall be “S” rating.	Meet CHP requirements	Per occurrence	None	$25,000 for failing a terminal inspection, “unsatisfactory” (U rating). If a “satisfactory” rating is not achieved during a second inspection, an additional $25,000 penalty will be assessed along with a 30-day notice to cure.
Preventive Maintenance:	The schedule of planned maintenance activities aimed at the prevention of mechanical breakdowns and failures. Required intervals of maintenance activities are per vehicle manufacturer's recommendations.	100% of PMI’s done within required intervals (6,000 miles).	Monthly	None	$500 per vehicle for every 500 miles past the scheduled PMI schedule after 6,500 miles.
Miles between road calls:	Road call mileage is calculated by dividing the number of valid mechanical road calls by the total mileage of revenue fleet vehicles traveled in a monthly reporting period. For example: I,000,000 miles traveled per month with 40 valid road calls, equals 25,000 miles between road calls. Each road call above 40 would be subject to a penalty	25,000 miles between valid mechanical road calls.	Monthly	None	$100 per each valid mechanical road call under 25,000 miles in a monthly reporting period.
Vehicle Damage	Authority-owned vehicles shall be free of accident or other damage	Repaired within 30 days	Per occurrence	None	$100 per vehicle per day for each vehicle with interior or exterior damage not repaired within thirty (30) days from date of damage.
Drug and Alcohol Audit	Per 49 CFR Parts 40 and 655, contractor's drug and alcohol program, and that of any subcontractor, shall be reviewed at least annually, if not more often, and must comply with legal requirements.	100% compliance (create document on what is a pass or fail)	Quarterly	None	$5,000 for failing a Drug and Alcohol Program Review. Failure to fully resolve the identified program deficiencies within the agreed upon timeframe shall result in a penalty of $10,000 with a 30-day notice to cure.
Excessive Travel Time	The percentage of trips in which on-board time is longer than a comparable fixed-route trip by more than 20 minutes. Fixed route travel time is determined using Google Transit.	5%	Monthly	None	$1,000 for each percentage point above 5%.
Routing Efficiency	The percentage of trips in which distance traveled is greater than 2x the direct distance of the trip.	5%	Monthly	None	$1,000 for each percentage point above 5%.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 5

OCTA General User
Annual Refresher Training and User Agreement

As a user of an information system, I will adhere to the following security rules:

1. I will use OCTA computer systems (computers, mobile devices, and networks) only for authorized purposes.

2. If using OCTA computer systems and networks for nonofficial purposes, I will do so within the bounds allowed by OCTA policy and Manager approval, and without interfering with official OCTA business.

3. I will not use OCTA resources, including electronic mail and Internet/Worldwide Web access for purposes that violate ethical standards, including harassment, threats, sending or accessing sexually explicit material, racially or ethnically demeaning material, gambling, chain letters, for-profit activities, political activities, promotion or solicitation of activities prohibited by law, and so forth.

4. I will not load any unapproved software (software from home, games, etc.) or install hardware such as peripheral devices (external hard drives, docking stations, thumb drives) on any OCTA system. If I need software or hardware installed on my system, I will contact the IS Help Desk.

5. I will not download file-sharing software (including MP3 music, and video files), peer-to-peer software (i.e. Bit Torrent, Vuze, qBittorrent, etc.) or games onto my OCTA computer, OCTA IT system or network.

6. I will not try to access data or use operating systems or programs, except as specifically authorized.

7. I know I will be issued an OCTA computer system account(s) and password(s) to authenticate my computer account. After receiving them:
    a. If given a temporary password, I will immediately change the password.

    b. I will not allow anyone else to have or use my password. If I know that my password has been compromised, I will report this issue to the IS Help Desk.

    c. I am responsible for all activity that occurs on my individual account once my password has been used to log on. If I am a member of a group account, I am responsible for all activity when I am logged on a system with that account.

    d. I will ensure that my password is changed on a regular basis or if it is compromised, whichever occurs first.

e. I understand that OCTA has a password complexity requirement, and I will use passwords that meet this requirement.

f. I will not write down my password or store my password on any computer system, personal electronic device (PED), or on any magnetic or electronic media.

8. I will completely log off or screen lock my system any time I leave the device/workstation unattended (except in genuine emergencies, such as fire).

9. If authorized, I will scan all removable media (i.e. disks, CDs, thumb drives) for malicious software or viruses before using it on any OCTA computer, system or network.

10. I will practice good housekeeping with all electronic equipment, including keeping food, beverages, or other contaminants away from computers and data storage media.

11. I will promptly report any actual or suspected malware, virus, or computer incident to the IS Help Desk.

12. I will stay abreast of security issues via educations and awareness products distributed throughout OCTA.

ACKNOWLEDGEMENT
I have read the foregoing requirements regarding the access of OCTA-owned systems and networks. By signing, I understand and acknowledge the responsibilities associated with accessing and protecting the information contained therein.

____
Print Name

____
Signature/Date

Training Courses:

1. Phishing (New Hire or as needed)
2. Password Management (New Hire or as needed)
3. Malware Prevention (New Hire or as needed)
4. PII - Personnel Identifiable Information (New Hire or as needed)
5. Annual Refresher Training (General User)
6. Annual Refresher Training (Privileged User, as needed)

References:

1. Software License Compliance Policy (EO-IS-380.01)
2. Cellular Telephone Policy (FA-IS-380.02)
3. Electronic Mail Policy (EO-IS-380.05)
4. Business Equipment Use Policy (FA-IS-380-08)
5. Sensitive Security Information Policy (EO-SEP-730.03)
6. Security Governance and Compliance Policy (FA-IS-900.01)
7. Employee Security Policy (FA-IS-900.02)
8. Incident Response Security Policy (EO-SEP-900.05)
9. Data Classification Security Policy (FA-IS-900.09)
10. Mobile Electronic Device Security Policy (FA-IS-900.20)
11. Internet Acceptable Use Policy (EO-IS-900.21)
12. Electronic Messaging Security Policy (FA-IS-900.22)

Links for References

1. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/EO-IS-380.01SOFTWARELI.pdf

2. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-380.02CELLULAR.pdf

3. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/EO-IS-380.05ELECMAIL.pdf

4. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-380.08BUSEQUIP.pdf

5. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/EO-SEP-730.03SENSITIVE.pdf

6. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-900.01SECURITYGOV.pdf

7. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-900.02EMPLSECU.pdf

8. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/EO-SEP-900.05INCIDENT.pdf

9. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-900.09DATACLASS.pdf

10. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-900.20MOBILE.pdf

11. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/EO-IS-900.21INTERNET.pdf

12. https://newoctatoday.octa.net/resources/Policies%20and%20Procedures/FA-IS-900.22ELECMESS.pdf

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 6

IS Preferred Standards & Practices

3rd Party Non-OCTA Managed Environments

1. The Contractor shall maintain network security and confidentiality, while providing the required software and monitoring tools to ensure the network remains compliant with security standards including:
    a. Appropriate administrative, technical, and physical safeguards designed to protect against Information Security events; including regular security assessments made available upon request
    b. Compliance to the standards of applicable Data Protection Laws
    c. Compliance to procedures for Change Management, patching, disaster recovery, and backups
    d. Provision of written Information Security policies for the Agency upon request
    e. If required OCTA staff shall be provided remote access to vendor-maintained data, during the contract lifetime. Upon contact completion all OCTA data should be returned
2. Applications, data, and log backups should NOT be maintained on the same physical media as the originals
3. Authorized users should only access the systems using an authenticated, role-based login and be uniquely authenticated using a strong password policy
    a. All remote access should be limited, documented, and protected to the greatest extent possible
4. Only privileged accounts may access and use tools with administrative capabilities, to conform to the concept of least privilege
5. The Contractor should provide the capability to log and track user activities
6. The Contractor should provide the capability to log and track changes to applications, databases, and operating systems
7. The Contractor should use strong encryption methods such as AES and/or RSA, or an equivalent.
    a. Sensitive data will be protected, both in transit and while at rest
8. When using File Transmission Protocol (FTP), the Contractor should utilize Secure File Transmission Protocols (SFTP) for the transfer of sensitive data and/or files via interfaces and portals
9. Physical destruction or degaussing of all media storage devices that retained Agency data will be done before releasing the media outside of the control of the Contractor.
10. The Contractor should immediately notify the Authorities Cyber Security team in the event (potential or real) of any incident/event resulting the loss (potential or real) of revenue, data, or security breach has occurred
11. The Contractor should use physical and environmental security to protect all information systems and media

If Applicable

1. The Contractor should NOT use 3rd parties unless approved by the Authority in writing and the authorization maintained by the Contractor
2. PCI DSS Compliance
    a. No PCI data should be shared with those not authorized to view or access it

   b. The Contractor should ensure that no cardholder data, such as Credit Card numbers or card verification value data, is stored unless properly protected
   c. The Contractor and the BOS should be compliant with the PCI DSS for a Level 2 merchant or the appropriate merchant level as defined by the PCI Security Standards Council
   d. The Contractor should provide PCI Attestation of compliance by either a qualified ISA or an independent QSA, or as required by PCI DSS
   e. Quarterly vulnerability scans should be conducted by an approved scanning vendor; including annual internal and external penetration testing results and annual Security Assessment Questionnaires (SAQs)

3. HIPAA Compliance
   a. No HIPAA data should be shared with those not authorized to view or access it
4. PII Compliance
   a. The Contractor should remain in accordance with California statutes, the Agencies' privacy policy, and National Institute of Standards and Technology (NIST) best practices for general information security
   b. No PII should be shared with those not authorized to view or access it
   c. The Contractor should remain vigilant towards the protection of the confidentiality of PII in accordance with the Agencies' privacy policy and with the California Civil Code Section 1747.08

Orange County Transportation Authority

OC ACCESS Contractor Insurance Claim on Passenger Injuries
Fiscal Year 2020

Insurance Claims\Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD
Total Number of Paratransit Passenger Injuries	-	-	-	-	-	-	1	-	-	-	-	-	1
Number of Contractor Passenger Injuries	-	-	-	-	-	-	1	-	-	-	-	-	1
Number of Taxi Passenger Injuries	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Number of Preventable Paratransit Passenger Injuries	-	-	-	-	-	-	1	-	-	-	-	-	1
Number of Preventable Contractor Passenger Injuries	-	-	-	-	-	-	1	-	-	-	-	-	1
Number of Preventable Taxi Passenger Injuries	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Number of Paratransit Passenger Injuries While Boarding, Alighting, or Curbside	-	-	-	-	-	-	-	-	-	-	-	-	-
Number of Contractor Passenger Injuries While Boarding, Alighting, or Curbside	-	-	-	-	-	-	-	-	-	-	-	-	-
Number of Taxi Passenger Injuries While Boarding, Alighting, or Curbside	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Number of Paratransit Passenger Injuries Due to a Vehicle Collision													-
Number of Contractor Passenger Injuries Due to a Vehicle Collision	-	-	-	-	-	-	1	-	-	-	-	-	1
Number of Taxi Passenger Injuries Due to a Vehicle Collision	-	-	-	-	-	-	-	-	-	-	-	-	-

AGREEMENT NO. C-0-2150
EXHIBIT A, ATTACHMENT 7

Data

Date of Insurance Claim	Date of Injury	Service (ACS/SCS)	Preventable(Y/N)	Type of Injury	Note	Month	Boardings, Alighting, Curbside
1/1/2020	12/5/2019	ACS	Y	Collison	Testing	1	N

Data No.	Data item	Definition / Explanation	Taxis Included (Yes/No)
P30	Total Number of Paratransit Passenger Injuries [P30a + P30b + P30c]	Total annual number of reported injuries to passengers, whether on board the paratransit vehicle, in the process of boarding or alighting, about to board the vehicle (e.g. at the curbside), or accessing the curb from the origin or destination. This includes all incidents reported by a passenger for which an injury report is made, even if the injury is minor or does not lead to further action (such as going to the hospital). Since the focus of the KPI is on claims from passengers travelling on paratransit vehicles, please exclude reports made by drivers or other agency staff that are not reported or claimed by the passenger at any time. Please also exclude non-passengers such as pedestrians, bicyclists, drivers of cars, etc. Passenger fatalities should also be excluded.	Yes
P30a	Number of Directly Operated Passenger Injuries	Annual number of passenger injuries (see P30) reported by directly operated paratransit service (excluding taxis).	No
P30b	Number of Contractor Passenger Injuries	Annual number of passenger injuries (see P30) reported by contracted paratransit service (excluding taxis).	No
P30c	Number of Taxi Passenger Injuries	Annual number of passenger injuries (see P30) involving taxis only.	Yes
P31	Total Number of Preventable Paratransit Passenger Injuries [P31a + P31b + P31c]	Annual number of paratransit passenger injuries (see P30) that have been judged to have been preventable as determined by the agency.	Yes
P31a	Number of Preventable Directly Operated Passenger Injuries	Annual number of passenger injuries (see P30) reported by directly operated paratransit service (excluding taxis) that have been judged to have been preventable as determined by the agency.	No
P31b	Number of Preventable Contractor Passenger Injuries	Annual number of passenger injuries (see P30) reported by contracted paratransit service (excluding taxis) that have been judged to have been preventable as determined by the agency.	No
P31c	Number of Preventable Taxi Passenger Injuries	Annual number of passenger injuries (see P30) involving taxis only that have been judged to have been preventable as determined by the agency.	Yes
P32	Total Number of Paratransit Passenger Injuries While Boarding, Alighting, or Curbside [P32a + P32b + P32c]	Annual number of paratransit passenger injuries (see P30) that occur while the passenger was boarding, alighting, or curbside. Exclude passenger injuries that occur while the passenger is on-board.	Yes
P32a	Number of Directly Operated Passenger Injuries While Boarding, Alighting, or Curbside	Annual number of passenger injuries (see P30) reported by directly operated paratransit service (excluding taxis) and occur while the passenger was boarding, alighting, or curbside.	No
P32b	Number of Contractor Passenger Injuries While Boarding, Alighting, or Curbside	Annual number of passenger injuries (see P30) reported by contracted paratransit service (excluding taxis) and occur while the passenger was boarding, alighting, or curbside.	No
P32c	Number of Taxi Passenger Injuries While Boarding, Alighting, or Curbside	Annual number of passenger injuries (see P30) involving taxis only and occur while the passenger was boarding, alighting, or curbside.	Yes
P33	Total Number of Paratransit Passenger Injuries Due to a Vehicle Collision [P33a + P33b + P33c]	Annual number of paratransit passenger injuries (see P30) that occur as a result of a paratransit vehicle collision (see P27).	Yes
P33a	Number of Directly Operated Passenger Injuries Due to a Vehicle Collision	Annual number of passenger injuries (see P30) reported by directly operated paratransit service (excluding taxis) and occur as a result of a paratransit vehicle collision (see P27).	No
P33b	Number of Contractor Passenger Injuries Due to a Vehicle Collision	Annual number of passenger injuries (see P30) reported by contracted paratransit service (excluding taxis) and occur as a result of a paratransit vehicle collision (see P27).	No
P33c	Number of Taxi Passenger Injuries Due to a Vehicle Collision	Annual number of passenger injuries (see P30) involving taxis only and occur as a result of a paratransit vehicle collision (see P27).	Yes

AGREEMENT NO. C-0-2150
EXHIBIT A, ATTACHMENT 7

Injury List
Collison
Boarding
Alighting
Curbside
Passenger Fall
Other

Month	#
Jul	7
Aug	8
Sep	9
Oct	10
Nov	11
Dec	12
Jan	1
Feb	2
Mar	3
Apr	4
May	5
Jun	6

Orange County Transportation Authority
OC ACCESS Contractor Staffing Summary
Fiscal Year 2020

Month	Feb-20

Active Staffing by Years of Experience

Type	Years of Experiences (>= lower bound & < upper bound)		Average Wage	Headcounts
CO	0	1		0
CO	1	2		0
CO	2	3		0
CO	3	4	$ 18.00	1
CO	4	5		0
CO	5	+		0
Total Active CO			**$ 18.00**	**1**

Type	Years of Experiences (>= lower bound & < upper bound)		Average Wage	Headcounts
MN	0	1		0
MN	1	2		0
MN	2	3		0
MN	3	4		0
MN	4	5		0
MN	5	+		0
Total Active MN				**0**

Type	Average Wage	Headcounts
AD	$ 20.00	1

Active Staffing by NTD Categories

NTD Type	Type Description	Average Wage	Headcounts
VO	Vehicle Operations	$ 18.00	1
VM	Vehicle Maintenance		0
NM	Non-Vehicle Maintenance		0
GA	General Administration	$ 20.00	1
Total Active		**$ 19.00**	**2**

All Staffing by Working Hours

Type	FYTD Working Hours (>= lower bound & < upper bound)		Headcounts
CO	-	500	0
CO	500	1,000	0
CO	1,000	1,500	0
CO	1,500	2,000	1
CO	2,000	2,080	0
CO	2,080	+	0
Total CO in the Year (Active & Terminated)			**1**

Type	FYTD Working Hours (>= lower bound & < upper bound)		Headcounts
MN	-	500	0
MN	500	1,000	0
MN	1,000	1,500	0
MN	1,500	2,000	0
MN	2,000	2,080	1
MN	2,080	+	0
Total MN in the Year (Active & Terminated)			**1**

Type	FYTD Working Hours (>= lower bound & < upper bound)		Headcounts
AD	-	500	0
AD	500	1,000	0
AD	1,000	1,500	0
AD	1,500	2,000	1
AD	2,000	2,080	0
AD	2,080	+	0
Total AD in the Year (Active & Terminated)			**1**

AGREEMENT NO. C-0-2150
EXHIBIT A, ATTACHMENT 8

Staff Data of employees with working hours in the Fiscal Year

Badge	First Name	Last Name	NTD Type (VO,VM,NM,GA)	Type (CO/MN/AD)	Hiring Date	Terminated Date	Annual Salary	Years of Experience	FYTD Working Hours	Hourly Rate	Years of Service	Active for the month (Y/N)
1	A	X	VO	CO	2/1/2019		$ 37,440	3	1,500	$ 18.00	1.0	Y
2	B	Y	VM	MN	1/5/2012	2/1/2020	$ 46,800	10	2,020	$ 22.50	8.1	N
3	C	Z	GA	AD	3/1/2016		$ 41,600	2	1,800	$ 20.00	3.9	Y

APPENDIX C

FUNCTION EQUIVALENCY TABLE

010 Vehicle operations	010 Transportation administration 151 Ticketing and fare collection 161 System security 030 Revenue vehicle operation	011 Transportation administration 012 Revenue vehicle movement control 021 Scheduling of transportation operations 151 Ticketing and fare collection 161 System security 031 Revenue vehicle operation
041 Vehicle maintenance	041 Vehicle maintenance	041 Maintenance administration – vehicles 051 Servicing revenue vehicles 061 Inspection & maintenance of revenue vehicles 062 Accident repairs of revenue vehicles 071 Vandalism repairs of revenue vehicles 081 Servicing and fuel of service vehicles 091 Inspection & maintenance of service vehicles
042 Non-vehicle maintenance	042 Non-vehicle maintenance	042 Maintenance administration - non-vehicles 101 Maintenance of vehicle movement control systems 111 Maintenance of fare collection and counting equipment 121 Maintenance of roadway and track 122 Maintenance of structures, tunnels, bridges and subways 123 Maintenance of passenger stations 124 Maintenance of operating station buildings, grounds and equipment 125 Maintenance of garage and shop buildings, grounds and equipment 126 Maintenance of communication system 127 Maintenance of general administration, buildings, grounds and equipment 128 Accident repairs of buildings, grounds, and equipment 131 Vandalism repairs of buildings, grounds, and equipment 141 Operation and maintenance of electric power facilities
160 General administration	160 General administration	165 Injuries and damages 166 Safety 167 Personnel administration 168 General legal services 169 General insurance 170 Data processing 171 Finance and accounting 172 Purchasing and stores 173 General engineering 174 Real estate management 175 Office management and services 176 General management 145 Preliminary transit system development 181 General function 162 Customer service 163 Promotion 164 Market research 177 Planning

Dear Employee or Visitor:

OCTA is serious about your safety!

Inside the bus operations yard, pedestrians share space with buses, service and delivery trucks, cars, and heavy equipment. It is critical that you, every vehicle operator, and every pedestrian remain aware of each other and the constant possibility for conflict. A vehicle-pedestrian collision in the yard can be fatal. You can help prevent any such mishap.

When you follow these rules, you reduce much of the risk involved when working in the yard. Remember, these rules are minimum standards, and you are always required to do everything reasonable to avoid accidents!

YARD
SPEED LIMIT
10
MPH

OCTA Employees

Visit the Project Safe Yard Intranet Site

http://octatoday/
hse/yard_safety_front_page.aspx

Visit the Motor Vehicle & Traffic Safety
Intranet Site

http://octatoday/
hse/motorvehicleandtrafficsafety.aspx

Project "Safe Yard" training is mandatory upon hire at OCTA and every three years thereafter for:

- Maintenance Personnel
- Service Workers
- Facilities Maintenance Personnel
- CAMM Parts Personnel

Visitors

For additional information, please contact OCTA's Health, Safety, & Environmental Compliance Department at 714-560-5819

Version: January 2010

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 9

OCTA
SAFETY RULES

***For motor vehicle operators and pedestrians** visiting or working in an OCTA bus operations yard.*

To Report an Emergency
DIAL 9-1-1

Orange County Transportation Authority

10 STANDARD YARD SAFETY RULES

#1 Vehicle operators must not exceed 10 MPH.

When you maintain 10 MPH in the yard, it gives you and others more time to react should something go wrong. If a collision does occur, this low speed could help minimize damage and injury.

Never forget – hitting a pedestrian,
even at a slow speed, can be fatal.

#2 Vehicle operators must yield the right-of-way to pedestrians.

Always give pedestrians extra space! Make eye contact and acknowledge their presence.

#3 Everyone must follow the designated directional traffic flow of the yard, and must comply with posted signs and traffic control devices.

Never take a shortcut or travel in the wrong direction. Everyone is counting on you to follow the established traffic pattern and comply with the signs.

#4 Vehicle operators must look in the direction of, and keep a clear view of their path of travel.

Watch where you are going, making sure it remains safe and clear. Sounds simple, but distractions can challenge your ability to do even the simple things.

#5 Bus operators must activate 4-way flashers and sound the horn three (3) times before backing.

Flash, honk, check mirrors, and back slowly. Keep a LOOK-OUT for pedestrians and other traffic!

Operators of all large vehicles are encouraged to follow these same procedures.

#6 Everyone must avoid distractions such as cell phones, two-way radios, or other such activities while driving or walking in the yard.

Vehicle Operators are prohibited from using cell phones, text messaging, and similar devices. Pedestrians should also avoid their use when walking in the yard.

#7 Pedestrians must wear an approved safety vest.

A safety vest can save your life. Wear it! If you see someone without one, help them. If you are a visitor and do not have a vest, ask to borrow one when you check-in.

#8 Pedestrians must be aware that drivers cannot see them when they are in a vehicle's "blind spot." Pedestrians must avoid these blind spots whenever possible.

If you are on foot in the yard, it is your job to stay alert and stay out of areas that cannot easily be seen by others.

#9 Pedestrians must make sure that their movements are predictable and must use designated walking areas when available.

Don't surprise others. Be alert and clearly communicate your intentions when moving about the yard.

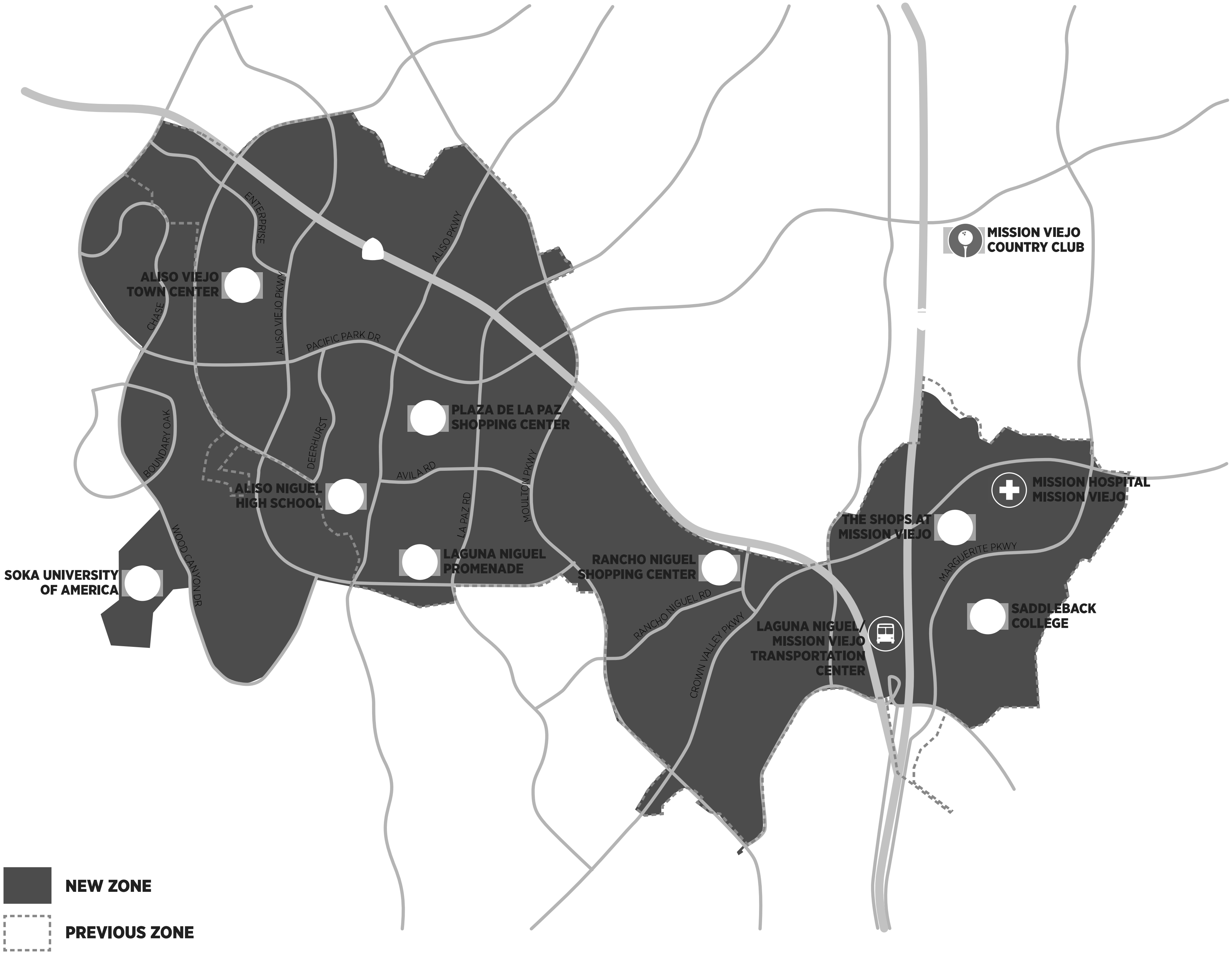
#10 Vehicle operators must yield at designated walkways and look for pedestrians before proceeding.

Expect to encounter pedestrians anywhere in the yard. But, be extra careful when near established walkways.

Other things to WATCH-OUT for in the yard…

- Operations during dawn, dusk, and hours of darkness.
- Operations during "fatigue hours", midnight to 6 am.
- Periods of high traffic and pedestrian volume.
- When you do not have eye contact with a nearby vehicle operator.
- You loose sight of a pedestrian that is near your vehicle.
- Blind spots.

AGREEMENT NO. C-0-2150
EXHIBIT A
ATTACHMENT 10


MISSION VIEJO COUNTRY CLUB
ALISO VIEJO TOWN CENTER
ENTERPRISE
ALISO PKWY
ALISO VIEJO PKWY
CHASE
PACIFIC PARK DR
PLAZA DE LA PAZ SHOPPING CENTER
BOUNDARY OAK
DEERHURST
AVILA RD
MOULTON PKWY
ALISO NIGUEL HIGH SCHOOL
LA PAZ RD
MISSION HOSPITAL MISSION VIEJO
THE SHOPS AT MISSION VIEJO
MARGUERITE PKWY
WOOD CANYON DR
LAGUNA NIGUEL PROMENADE
RANCHO NIGUEL SHOPPING CENTER
SOKA UNIVERSITY OF AMERICA
RANCHO NIGUEL RD
SADDLEBACK COLLEGE
CROWN VALLEY PKWY
LAGUNA NIGUEL/ MISSION VIEJO TRANSPORTATION CENTER
NEW ZONE
PREVIOUS ZONE

AGREEMENT NO. C-0-2150
EXHIBIT B
SCHEDULE 1

PRICE SUMMARY SHEET FOR OC ACCESS PARATRANSIT SERVICE - FIXED COST

	INITIAL TERM				FIRST OPTION TERM		SECOND OPTION TERM	
FIXED COST DESCRIPTION	**YEAR 1 1/1/2022 - 12/31/2022**	**YEAR 2 1/1/2023 - 12/31/2023**	**YEAR 3 1/1/2024 - 12/31/2024**	**YEAR 4 1/1/2025 - 12/31/2025**	**YEAR 1 1/1/2026 - 12/31/2026**	**YEAR 2 1/1/2027 - 12/31/2027**	**YEAR 1 1/1/2028 - 12/31/2028**	**YEAR 2 1/1/2029 - 12/31/2029**
A. **Management & Oversight**								
Direct Labor Wages								
Project Manager	$ 175,000.00	$ 179,375.00	$ 183,859.38	$ 188,455.86	$ 193,167.26	$ 197,996.44	$ 202,946.35	$ 208,020.01
Operations Manager	$ 90,000.00	$ 92,250.00	$ 94,556.25	$ 96,920.16	$ 99,343.16	$ 101,826.74	$ 104,372.41	$ 106,981.72
Maintenance Manager	$ 160,000.00	$ 164,800.00	$ 169,744.00	$ 174,836.32	$ 180,081.41	$ 185,483.85	$ 191,048.37	$ 196,779.82
Call Center Manager	$ 105,000.00	$ 107,625.00	$ 110,315.63	$ 113,073.52	$ 115,900.35	$ 118,797.86	$ 121,767.81	$ 124,812.00
Information Technology Manager	$ 130,000.00	$ 133,250.00	$ 136,581.25	$ 139,995.78	$ 143,495.68	$ 147,083.07	$ 150,760.14	$ 154,529.15
Safety Manager	$ 100,000.00	$ 103,000.00	$ 106,090.00	$ 109,272.70	$ 112,550.88	$ 115,927.41	$ 119,405.23	$ 122,987.39
Driver Trainer	$ 53,144.52	$ 55,057.72	$ 57,039.80	$ 59,093.23	$ 61,220.59	$ 63,424.53	$ 65,707.81	$ 68,073.30
Customer Relations Coordinator	$ 65,000.00	$ 66,625.00	$ 68,290.63	$ 69,997.89	$ 71,747.84	$ 73,541.53	$ 75,380.07	$ 77,264.57
Human Resources Manager	$ 95,000.00	$ 97,375.00	$ 99,809.38	$ 102,304.61	$ 104,862.22	$ 107,483.78	$ 110,170.87	$ 112,925.15
Accounting Manager	$ 105,000.00	$ 107,625.00	$ 110,315.63	$ 113,073.52	$ 115,900.35	$ 118,797.86	$ 121,767.81	$ 124,812.00
Dispatch Manager	$ 80,000.00	$ 82,000.00	$ 84,050.00	$ 86,151.25	$ 88,305.03	$ 90,512.66	$ 92,775.47	$ 95,094.86
Parts Manager	$ 65,000.00	$ 66,950.00	$ 68,958.50	$ 71,027.26	$ 73,158.07	$ 75,352.81	$ 77,613.40	$ 79,941.80
Subtotal Direct Labor Costs	$ 1,223,144.52	$ 1,255,932.72	$ 1,289,610.43	$ 1,324,202.09	$ 1,359,732.85	$ 1,396,228.55	$ 1,433,715.75	$ 1,472,221.76
B. **Fringe Benefits**								
Medical Insurance	$ 114,947.95	$ 120,694.83	$ 126,729.01	$ 133,064.84	$ 139,717.40	$ 146,702.53	$ 154,036.84	$ 161,737.81
Life Insurance	$ 2,345.88	$ 2,463.16	$ 2,586.31	$ 2,715.61	$ 2,851.38	$ 2,993.93	$ 3,143.61	$ 3,300.77
Pension	$ 25,343.50	$ 25,965.06	$ 26,602.90	$ 27,257.43	$ 27,929.10	$ 28,618.36	$ 29,325.68	$ 30,051.52
(Positions referenced in "A" above)								
Subtotal Fringe Benefit Costs	$ 142,637.32	$ 149,123.06	$ 155,918.21	$ 163,037.88	$ 170,497.87	$ 178,314.82	$ 186,506.13	$ 195,090.10
C. **Employee Taxes**								
(Positions referenced in "A" above)	$ 97,052.68	$ 99,593.99	$ 101,685.49	$ 103,832.65	$ 105,993.84	$ 108,034.47	$ 110,129.85	$ 112,281.47
Subtotal Employee Tax Cost	$ 97,052.68	$ 99,593.99	$ 101,685.49	$ 103,832.65	$ 105,993.84	$ 108,034.47	$ 110,129.85	$ 112,281.47
D. **Depreciation Costs**								
Equipment (DriveCam/GeoTab)	$ 19,355.00	$ 19,355.00	$ 19,355.00	$ 19,355.00	$ 19,355.00	$ -	$ -	$ -
Equipment (IT/Computer Capital)	$ 9,321.41	$ 9,321.41	$ 9,321.41	$ 9,321.41	$ 9,321.41	$ -	$ -	$ -
Equipment (Shop Equipment)	$ 29,360.21	$ 29,360.21	$ 29,360.21	$ 29,360.21	$ 29,360.21	$ -	$ -	$ -
Equipment (Specify)								
Support Vehicles (Road Sup Vehicles)	$ 56,154.00	$ 56,154.00	$ 56,154.00	$ 56,154.00	$ 56,154.00	$ -	$ -	$ -
Support Vehicles (Shop Vehicles)	$ 25,860.00	$ 25,860.00	$ 25,860.00	$ 25,860.00	$ 25,860.00	$ -	$ -	$ -
Support Vehicles (Specify)								
Other								
Subtotal Depreciation Costs	$ 140,050.61	$ 140,050.61	$ 140,050.61	$ 140,050.61	$ 140,050.61	$ -	$ -	$ -
E. **Casualty/Liability Insurance Cost**								
General Liability	$ 79,143.90	$ 82,462.89	$ 85,749.88	$ 89,188.08	$ 92,756.16	$ 96,473.77	$ 100,337.71	$ 104,354.09
Performance Bond	$ 99,305.25	$ 101,787.88	$ 104,332.58	$ 106,940.89	$ 60,363.66	$ 61,872.76	$ 67,992.83	$ 69,692.65
Other Specify type (Workers Comp)	$ 9,869.21	$ 10,263.97	$ 10,674.53	$ 11,101.51	$ 11,545.57	$ 12,007.40	$ 12,487.69	$ 12,987.20
Subtotal Casual/Liability Insurance	$ 188,318.36	$ 194,514.74	$ 200,756.99	$ 207,230.49	$ 164,665.40	$ 170,353.92	$ 180,818.23	$ 187,033.94
F. **Equipment Costs**								
Telecommunications Equipment (Broadband)	$ 4,722.00	$ 4,840.05	$ 4,961.05	$ 5,085.08	$ 5,212.20	$ 5,342.51	$ 5,476.07	$ 5,612.97
Computer Hardware (Desktops/Laptops/Peripherals)	$ 27,082.38	$ 27,759.44	$ 28,453.43	$ 29,164.76	$ 29,893.88	$ 30,641.23	$ 31,407.26	$ 32,192.44
Computer Hardware (Copier))	$ 10,000.00	$ 10,250.00	$ 10,506.25	$ 10,768.91	$ 11,038.13	$ 11,314.08	$ 11,596.93	$ 11,886.86
Computer Hardware (Specify))								
Computer Hardware (Specify))								
Software (DriveCam/GeoTab)	$ 306,377.40	$ 314,036.84	$ 321,887.76	$ 329,934.95	$ 338,183.32	$ 346,637.91	$ 355,303.85	$ 364,186.45
Telephone Service (FT Lines/Cell)	$ 8,400.00	$ 8,610.00	$ 8,825.25	$ 9,045.88	$ 9,272.03	$ 9,503.83	$ 9,741.42	$ 9,984.96
Other (Start Up)	$ 246,025.69	$ 246,025.69	$ 246,025.69	$ 246,025.69	$ -	$ -	$ -	$ -
Subtotal Equipment Costs	$ 602,607.47	$ 611,522.02	$ 620,659.42	$ 630,025.27	$ 393,599.57	$ 403,439.55	$ 413,525.54	$ 423,863.68
G. **Miscellaneous Expenses**								
Armored Car Service	$ 5,400.00	$ 5,535.00	$ 5,673.38	$ 5,815.21	$ 5,960.59	$ 6,109.60	$ 6,262.34	$ 6,418.90
Business License	$ 7,076.59	$ 6,728.31	$ 6,397.58	$ 6,083.54	$ 5,785.34	$ 5,502.20	$ 5,233.36	$ 4,978.13
Communications Expenses	$ 15,969.60	$ 16,368.84	$ 16,778.06	$ 17,197.51	$ 17,627.45	$ 18,068.14	$ 18,519.84	$ 18,982.84
Office Supplies	$ 30,475.00	$ 34,235.00	$ 35,090.88	$ 35,968.15	$ 36,867.35	$ 37,789.03	$ 38,733.76	$ 39,702.10
Facility Repair/Maintenance	$ 27,195.00	$ 27,874.88	$ 28,571.75	$ 29,286.04	$ 30,018.19	$ 30,768.65	$ 31,537.86	$ 32,326.31
Non-Rev Vehicle Expenses	$ 44,727.87	$ 48,669.80	$ 51,690.60	$ 55,259.51	$ 59,526.55	$ 62,575.10	$ 66,342.82	$ 70,627.09
TimePint Paramapping								
Trapeze CT Broker Module								
Travel	$ 18,750.00	$ 19,218.75	$ 19,699.22	$ 20,191.70	$ 20,696.49	$ 21,213.90	$ 21,744.25	$ 22,287.86
Subtotal Miscellaneous Expenses	$ 149,594.06	$ 158,630.58	$ 163,901.46	$ 169,801.66	$ 176,481.96	$ 182,026.62	$ 188,374.24	$ 195,323.24
H. Subtotal Fixed Costs (A+B+C+D+E+F+G)	$ 2,543,405.03	$ 2,609,367.72	$ 2,672,582.61	$ 2,738,180.64	$ 2,511,022.11	$ 2,438,397.93	$ 2,513,069.75	$ 2,585,814.20
I. Management Fees/Profit	$ 157,675.42	$ 162,032.63	$ 166,055.94	$ 170,217.04	$ 156,157.76	$ 151,736.14	$ 156,546.93	$ 161,190.29
J. Total Fixed Costs	$ 2,701,080.45	$ 2,771,400.35	$ 2,838,638.55	$ 2,908,397.68	$ 2,667,179.86	$ 2,590,134.07	$ 2,669,616.67	$ 2,747,004.49
K. **Total Number of Operating Months**	12	12	12	12	12	12	12	12
L. **Total Fixed Rate Cost Per Month (J/K)**	$ 225,090.04	$ 230,950.03	$ 236,553.21	$ 242,366.47	$ 222,264.99	$ 215,844.51	$ 222,468.06	$ 228,917.04

PRICE SUMMARY SHEET FOR OC ACCESS PARATRANSIT SERVICES - VARIABLE (PER TRIP)

	INITIAL TERM									
VARIABLE RATE	**YEAR 1**	**YEAR 1**	**YEAR 1**	**YEAR 1**	**YEAR 1**	**YEAR 2**	**YEAR 2**	**YEAR 2**	**YEAR 2**	**YEAR 2**
TIER	**TIER 1**	**TIER 2**	**TIER 3**	**TIER 4**	**TIER 5**	**TIER 1**	**TIER 2**	**TIER 3**	**TIER 4**	**TIER 5**
DESCRIPTION	**1/1/2022 - 12/31/2022**	**1/1/2022 - 12/31/2022**	**1/1/2022 - 12/31/2022**	**1/1/2022 - 12/31/2022**	**1/1/2022 - 12/31/2022**	**1/1/2023 - 12/31/2023**	**1/1/2023 - 12/31/2023**	**1/1/2023 - 12/31/2023**	**1/1/2023 - 12/31/2023**	**1/1/2023 - 12/31/2023**
A. **Operations and Call Center**										
Direct Labor Wages										
OPERATIONS										
Road Supervisor(s)	$ 270,776.22	$ 270,776.22	$ 270,776.22	$ 406,164.33	$ 496,423.07	$ 280,524.16	$ 280,524.16	$ 280,524.16	$ 420,786.25	$ 514,294.30
Operators (Drivers)	$ 4,387,462.16	$ 6,665,441.81	$ 9,464,609.66	$ 10,084,851.85	$ 12,153,997.28	$ 4,512,063.74	$ 6,854,195.94	$ 9,718,527.43	$ 10,484,006.34	$ 12,657,020.41
Window Supervisor(s)	$ 198,304.52	$ 198,304.52	$ 198,304.52	$ 198,304.52	$ 198,304.52	$ 205,443.49	$ 205,443.49	$ 205,443.49	$ 205,443.49	$ 205,443.49
Radio Dispatcher(s)	$ 297,456.79	$ 297,456.79	$ 297,456.79	$ 297,456.79	$ 347,032.92	$ 308,165.23	$ 308,165.23	$ 308,165.23	$ 308,165.23	$ 359,526.10
Subcontractor Supervisor(s)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduler(s)	$ 103,073.54	$ 103,073.54	$ 154,610.31	$ 259,841.85	$ 311,378.61	$ 106,784.19	$ 106,784.19	$ 160,176.28	$ 269,196.15	$ 322,588.24
Call Center Supervisor(s)	$ 45,318.00	$ 45,318.00	$ 45,318.00	$ 45,318.00	$ 45,318.00	$ 46,949.45	$ 46,949.45	$ 46,949.45	$ 46,949.45	$ 46,949.45
Reservationist(s)	$ 596,869.79	$ 596,869.79	$ 634,174.16	$ 671,478.52	$ 746,087.24	$ 618,357.11	$ 618,357.11	$ 657,004.43	$ 695,651.75	$ 772,946.38
Lead Reservationist(s)	$ 86,038.37	$ 86,038.37	$ 86,038.37	$ 86,038.37	$ 129,057.56	$ 89,135.75	$ 89,135.75	$ 89,135.75	$ 89,135.75	$ 133,703.63
Customer Service Clerk(s)	$ -	$ -	$ -	$ 61,568.53	$ 61,568.53	$ -	$ -	$ -	$ 63,785.00	$ 63,785.00
Accounting Clerk(s)	$ 84,393.15	$ 84,393.15	$ 84,393.15	$ 84,393.15	$ 84,393.15	$ 87,431.30	$ 87,431.30	$ 87,431.30	$ 87,431.30	$ 87,431.30
Payroll Clerk(s)	$ 42,891.74	$ 42,891.74	$ 85,783.48	$ 85,783.48	$ 85,783.48	$ 44,435.84	$ 44,435.84	$ 88,871.68	$ 88,871.68	$ 88,871.68
Farebox Clerk(s)	$ -	$ -	$ -	$ -	$ 34,278.40	$ -	$ -	$ -	$ -	$ 35,512.42
OBVSS Supervisor(s)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MAINTENANCE										
Mechanic Supervisor(s)	$ 172,796.84	$ 172,796.84	$ 172,796.84	$ 172,796.84	$ 259,195.25	$ 179,017.52	$ 179,017.52	$ 179,017.52	$ 179,017.52	$ 268,526.28
Mechanic(s)	$ 760,791.33	$ 760,791.33	$ 897,777.40	$ 1,006,944.98	$ 1,272,371.53	$ 788,179.82	$ 788,179.82	$ 930,097.39	$ 1,043,195.00	$ 1,318,176.90
Service Worker(s)	$ 390,024.56	$ 390,024.56	$ 424,552.56	$ 459,080.56	$ 572,881.12	$ 404,065.44	$ 404,065.44	$ 439,836.45	$ 475,607.46	$ 593,504.84
Maint Purchasing Clerk(s)	$ 42,613.67	$ 42,613.67	$ 42,613.67	$ 42,613.67	$ 42,613.67	$ 44,147.77	$ 44,147.77	$ 44,147.77	$ 44,147.77	$ 44,147.77
Maint Parts Supervisor(s)	$ -	$ -	$ 42,613.67	$ 42,613.67	$ 42,613.67	$ -	$ -	$ 44,147.77	$ 44,147.77	$ 44,147.77
Subtotal Direct Labor Costs	$ 7,478,810.68	$ 9,756,790.33	$ 12,901,818.79	$ 14,005,249.11	$ 16,883,298.01	$ 7,714,700.80	$ 10,056,833.00	$ 13,279,476.09	$ 14,545,537.90	$ 17,556,575.96
B. **Operations Fringe Benefits**										
Positions referenced in "A" (Above)										
OPERATIONS	**$ 1,725,248.29**	**$ 2,386,571.83**	**$ 3,224,471.06**	**$ 3,505,164.26**	**$ 4,330,709.46**	**$ 1,799,890.34**	**$ 2,492,405.49**	**$ 3,368,897.41**	**$ 3,666,864.24**	**$ 4,532,532.15**
Medical Insurance	$ 1,502,128.60	$ 2,080,167.11	$ 2,809,047.11	$ 3,050,449.65	$ 3,768,320.17	$ 1,572,145.77	$ 2,179,086.20	$ 2,944,410.54	$ 3,197,884.04	$ 3,951,648.94
Life Insurance	$ 29,643.80	$ 40,573.93	$ 54,014.67	$ 57,986.29	$ 69,221.79	$ 30,866.15	$ 42,265.52	$ 56,196.88	$ 60,858.83	$ 72,744.30
Pension	$ 193,475.89	$ 265,830.80	$ 361,409.29	$ 396,728.33	$ 493,167.50	$ 196,878.41	$ 271,053.76	$ 368,290.00	$ 408,121.38	$ 508,138.91
MAINTENANCE	**$ 222,137.93**	**$ 222,137.93**	**$ 250,155.98**	**$ 264,819.99**	**$ 324,896.64**	**$ 230,850.76**	**$ 230,850.76**	**$ 259,979.05**	**$ 275,231.03**	**$ 337,730.28**
Medical Insurance	$ 182,023.17	$ 182,023.17	$ 203,773.34	$ 215,290.31	$ 262,750.39	$ 190,561.75	$ 190,561.75	$ 213,399.95	$ 225,493.13	$ 275,327.35
Life Insurance	$ 3,714.76	$ 3,714.76	$ 4,158.64	$ 4,393.68	$ 5,362.25	$ 3,889.02	$ 3,889.02	$ 4,355.10	$ 4,601.90	$ 5,618.93
Pension	$ 36,400.00	$ 36,400.00	$ 42,224.00	$ 45,136.00	$ 56,784.00	$ 36,400.00	$ 36,400.00	$ 42,224.00	$ 45,136.00	$ 56,784.00
Subtotal Fringe Benefits	**$ 1,947,386.22**	**$ 2,608,709.76**	**$ 3,474,627.04**	**$ 3,769,984.25**	**$ 4,655,606.10**	**$ 2,030,741.10**	**$ 2,723,256.25**	**$ 3,628,876.46**	**$ 3,942,095.27**	**$ 4,870,262.43**
C. **Employee Taxes**										
(Positions referenced in A (Above)	$ 649,936.40	$ 849,046.91	$ 1,123,945.41	$ 1,220,647.53	$ 1,476,595.80	$ 675,593.52	$ 881,920.10	$ 1,165,987.55	$ 1,276,339.91	$ 1,545,898.05
Subtotal Employee Tax Cost	$ 649,936.40	$ 849,046.91	$ 1,123,945.41	$ 1,220,647.53	$ 1,476,595.80	$ 675,593.52	$ 881,920.10	$ 1,165,987.55	$ 1,276,339.91	$ 1,545,898.05
D. **Materials & Supplies**										
Uniforms	$ 7,500.00	$ 7,500.00	$ 8,300.00	$ 8,700.00	$ 13,050.00	$ 37,925.00	$ 49,712.50	$ 66,215.00	$ 71,903.75	$ 89,790.00
Miscellaneous (CBC)	$ 1,700.00	$ 1,700.00	$ 1,785.00	$ 2,040.00	$ 4,080.00	$ 2,526.63	$ 2,962.25	$ 3,833.50	$ 4,443.38	$ 6,970.00
Miscellaneous (D/A Testing)	$ 2,394.00	$ 2,812.00	$ 3,458.00	$ 3,838.00	$ 5,396.00	$ 2,804.40	$ 3,427.60	$ 4,440.30	$ 4,985.60	$ 6,777.30
Miscellaneous (Driver Safety/Train Supplies)	$ 24,200.00	$ 26,500.00	$ 29,750.00	$ 31,000.00	$ 38,625.00	$ 25,112.50	$ 29,238.13	$ 34,798.75	$ 36,810.31	$ 42,588.75
Miscellaneous (Physicals)	$ 1,300.00	$ 1,300.00	$ 1,365.00	$ 1,560.00	$ 3,120.00	$ 1,932.13	$ 2,265.25	$ 2,931.50	$ 3,397.88	$ 5,330.00
Subtotal Materials & Supplies	$ 37,094.00	$ 39,812.00	$ 44,658.00	$ 47,138.00	$ 64,271.00	$ 70,300.65	$ 87,605.73	$ 112,219.05	$ 121,540.91	$ 151,456.05
E. **Taxes/Permits/Licenses**										
Tolls	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,150.00	$ 6,150.00	$ 6,150.00	$ 6,150.00	$ 6,150.00
Subtotal Taxes/Permits/Licenses	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,150.00	$ 6,150.00	$ 6,150.00	$ 6,150.00	$ 6,150.00
F. **Casualty / Liability Insurance**										
Auto Liability / Claims	$ 1,014,790.00	$ 1,014,790.00	$ 1,225,083.67	$ 1,232,501.83	$ 1,503,734.17	$ 1,055,381.60	$ 1,055,381.60	$ 1,274,087.01	$ 1,281,801.91	$ 1,566,794.87
Collision Repair	$ 226,500.00	$ 226,500.00	$ 226,500.00	$ 226,500.00	$ 226,500.00	$ 233,295.00	$ 233,295.00	$ 233,295.00	$ 233,295.00	$ 233,295.00
Other Specify type (Workers Comp)	$ 408,916.51	$ 555,803.09	$ 754,358.64	$ 823,760.64	$ 1,029,280.56	$ 425,273.17	$ 578,035.21	$ 784,532.99	$ 856,711.07	$ 1,070,451.79
Subtotal Casualty Insurance Costs	$ 1,650,206.51	$ 1,797,093.09	$ 2,205,942.31	$ 2,282,762.47	$ 2,759,514.73	$ 1,713,949.77	$ 1,866,711.81	$ 2,291,915.01	$ 2,371,807.97	$ 2,870,541.66
G. **Operations and Maintenance**										
Equipment Costs										
Equipment (Specify)										
Other (Subcontracted Trip Delivery)	$ 1,371,672.00	$ 2,810,841.00	$ 5,964,845.63	$ 8,451,643.50	$ 11,104,069.64	$ 1,412,822.16	$ 2,895,166.23	$ 6,143,790.99	$ 8,685,555.27	$ 11,412,102.90
Subtotal Equipment Costs	$ 1,371,672.00	$ 2,810,841.00	$ 5,964,845.63	$ 8,451,643.50	$ 11,104,069.64	$ 1,412,822.16	$ 2,895,166.23	$ 6,143,790.99	$ 8,685,555.27	$ 11,412,102.90
H. **Maintenance**										
Parts	$ 266,044.88	$ 365,732.19	$ 544,504.87	$ 530,107.74	$ 628,740.60	$ 321,296.56	$ 443,430.27	$ 662,458.10	$ 644,753.69	$ 766,995.24
Vehicle Cleaning	$ 43,331.22	$ 56,066.71	$ 78,294.26	$ 78,686.90	$ 93,053.20	$ 44,341.50	$ 57,391.47	$ 80,167.86	$ 80,570.19	$ 95,441.68
Other (Specify)										
Subtotal Maintenance Costs	$ 309,376.10	$ 421,798.90	$ 622,799.13	$ 608,794.64	$ 721,793.80	$ 365,638.06	$ 500,821.74	$ 742,625.96	$ 725,323.88	$ 862,436.92
I. **Subtotal Variable** (A+B+C+D+E+F+G+H)	**$ 13,450,481.92**	**$ 18,290,091.99**	**$ 26,344,636.31**	**$ 30,392,219.51**	**$ 37,671,149.09**	**$ 13,989,896.06**	**$ 19,018,464.85**	**$ 27,371,041.10**	**$ 31,674,351.11**	**$ 39,275,423.97**
J. **Management Fee/Profit (Overhead)**	$ 796,032.96	$ 1,113,169.01	$ 1,626,566.37	$ 1,853,513.75	$ 2,335,378.82	$ 826,246.48	$ 1,157,699.98	$ 1,692,794.28	$ 1,937,183.73	$ 2,438,866.70
K. Total Variable Expenses (I+J)	$ 14,246,514.88	$ 19,403,260.99	$ 27,971,202.68	$ 32,245,733.26	$ 40,006,527.90	$ 14,816,142.54	$ 20,176,164.84	$ 29,063,835.39	$ 33,611,534.84	$ 41,714,290.67
L. **Total Trips Lower Bound**	**100,000**	**200,000**	**350,000**	**550,000**	**850,000**	**100,000**	**200,000**	**350,000**	**550,000**	**850,000**
M. **Total Trips Upper Bound**	**200,000**	**350,000**	**550,000**	**850,000**	**+**	**200,000**	**350,000**	**550,000**	**850,000**	**+**
N. **Total Cost per Trip**	**$ 94.98**	**$ 70.56**	**$ 62.16**	**$ 46.07**	**$ 39.22**	**$ 98.77**	**$ 73.37**	**$ 64.59**	**$ 48.02**	**$ 40.89**

AGREEMENT NO. C-0-2150
EXHIBIT B
SCHEDULE 1

PRICE SUMMARY SHEET FOR OC ACCESS PARATRANSIT SERVICES - VARIABLE (PER TRIP)

	INITIAL TERM									
VARIABLE RATE TIER DESCRIPTION	**YEAR 3 TIER 1 1/1/2024 - 12/31/2024**	**YEAR 3 TIER 2 1/1/2024 - 12/31/2024**	**YEAR 3 TIER 3 1/1/2024 - 12/31/2024**	**YEAR 3 TIER 4 1/1/2024 - 12/31/2024**	**YEAR 3 TIER 5 1/1/2024 - 12/31/2024**	**YEAR 4 TIER 1 1/1/2025 - 12/31/2025**	**YEAR 4 TIER 2 1/1/2025 - 12/31/2025**	**YEAR 4 TIER 3 1/1/2025 - 12/31/2025**	**YEAR 4 TIER 4 1/1/2025 - 12/31/2025**	**YEAR 4 TIER 5 1/1/2025 - 12/31/2025**
A. **Operations and Call Center**										
Direct Labor Wages										
OPERATIONS										
Road Supervisor(s)	$ 290,623.03	$ 290,623.03	$ 290,623.03	$ 435,934.55	$ 532,808.90	$ 301,085.46	$ 301,085.46	$ 301,085.46	$ 451,628.19	$ 551,990.02
Operators (Drivers)	$ 4,647,953.81	$ 7,060,937.36	$ 9,995,522.06	$ 10,825,371.65	$ 13,137,267.09	$ 4,794,470.96	$ 7,283,689.60	$ 10,298,719.18	$ 11,149,008.60	$ 13,626,906.68
Window Supervisor(s)	$ 212,839.45	$ 212,839.45	$ 212,839.45	$ 212,839.45	$ 212,839.45	$ 220,501.67	$ 220,501.67	$ 220,501.67	$ 220,501.67	$ 220,501.67
Radio Dispatcher(s)	$ 319,259.18	$ 319,259.18	$ 319,259.18	$ 319,259.18	$ 372,469.04	$ 330,752.51	$ 330,752.51	$ 330,752.51	$ 330,752.51	$ 385,877.93
Subcontractor Supervisor(s)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduler(s)	$ 110,628.42	$ 110,628.42	$ 165,942.62	$ 278,887.21	$ 334,201.42	$ 114,611.04	$ 114,611.04	$ 171,916.56	$ 288,927.15	$ 346,232.67
Call Center Supervisor(s)	$ 48,639.63	$ 48,639.63	$ 48,639.63	$ 48,639.63	$ 48,639.63	$ 50,390.65	$ 50,390.65	$ 50,390.65	$ 50,390.65	$ 50,390.65
Reservationist(s)	$ 640,617.96	$ 640,617.96	$ 680,656.59	$ 720,695.21	$ 800,772.45	$ 663,680.21	$ 663,680.21	$ 705,160.22	$ 746,640.24	$ 829,600.26
Lead Reservationist(s)	$ 92,344.64	$ 92,344.64	$ 92,344.64	$ 92,344.64	$ 138,516.96	$ 95,669.05	$ 95,669.05	$ 95,669.05	$ 95,669.05	$ 143,503.57
Customer Service Clerk(s)	$ -	$ -	$ -	$ 66,081.26	$ 66,081.26	$ -	$ -	$ -	$ 68,460.18	$ 68,460.18
Accounting Clerk(s)	$ 90,578.83	$ 90,578.83	$ 90,578.83	$ 90,578.83	$ 90,578.83	$ 93,839.66	$ 93,839.66	$ 93,839.66	$ 93,839.66	$ 93,839.66
Payroll Clerk(s)	$ 46,035.53	$ 46,035.53	$ 92,071.06	$ 92,071.06	$ 92,071.06	$ 47,692.81	$ 47,692.81	$ 95,385.62	$ 95,385.62	$ 95,385.62
Farebox Clerk(s)	$ -	$ -	$ -	$ -	$ 36,790.87	$ -	$ -	$ -	$ -	$ 38,115.34
OBVSS Supervisor(s)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MAINTENANCE										
Mechanic Supervisor(s)	$ 185,462.15	$ 185,462.15	$ 185,462.15	$ 185,462.15	$ 278,193.23	$ 192,138.79	$ 192,138.79	$ 192,138.79	$ 192,138.79	$ 288,208.18
Mechanic(s)	$ 816,554.29	$ 816,554.29	$ 963,580.89	$ 1,080,750.02	$ 1,365,631.27	$ 845,950.24	$ 845,950.24	$ 998,269.81	$ 1,119,657.02	$ 1,414,794.00
Service Worker(s)	$ 418,611.80	$ 418,611.80	$ 455,670.56	$ 492,729.33	$ 614,871.01	$ 433,681.82	$ 433,681.82	$ 472,074.70	$ 510,467.58	$ 637,006.37
Maint Purchasing Clerk(s)	$ 45,737.08	$ 45,737.08	$ 45,737.08	$ 45,737.08	$ 45,737.08	$ 47,383.62	$ 47,383.62	$ 47,383.62	$ 47,383.62	$ 47,383.62
Maint Parts Supervisor(s)	$ -	$ -	$ 45,737.08	$ 45,737.08	$ 45,737.08	$ -	$ -	$ 47,383.62	$ 47,383.62	$ 47,383.62
Subtotal Direct Labor Costs	$ 7,965,885.81	$ 10,378,869.35	$ 13,684,664.87	$ 15,033,118.34	$ 18,213,206.65	$ 8,231,848.51	$ 10,721,067.15	$ 14,120,671.13	$ 15,508,234.17	$ 18,885,580.06
B. **Operations Fringe Benefits**										
Positions referenced in "A" (Above)										
OPERATIONS	**$ 1,888,529.49**	**$ 2,619,353.40**	**$ 3,543,474.37**	**$ 3,858,677.50**	**$ 4,774,335.33**	**$ 1,971,799.97**	**$ 2,737,675.34**	**$ 3,705,510.36**	**$ 4,035,004.47**	**$ 4,997,731.51**
Medical Insurance	$ 1,645,536.71	$ 2,282,824.16	$ 3,086,415.06	$ 3,352,563.12	$ 4,144,017.17	$ 1,722,466.92	$ 2,391,618.75	$ 3,235,389.56	$ 3,514,845.97	$ 4,345,873.66
Life Insurance	$ 32,272.55	$ 44,229.27	$ 58,773.31	$ 63,818.87	$ 76,590.70	$ 33,755.59	$ 46,300.69	$ 61,510.42	$ 66,766.14	$ 80,572.31
Pension	$ 210,720.23	$ 292,299.96	$ 398,286.01	$ 442,295.50	$ 553,727.46	$ 215,577.46	$ 299,755.91	$ 408,610.39	$ 453,392.36	$ 571,285.54
MAINTENANCE	**$ 239,984.99**	**$ 239,984.99**	**$ 270,279.07**	**$ 286,148.42**	**$ 351,191.47**	**$ 249,561.34**	**$ 249,561.34**	**$ 281,079.52**	**$ 297,597.15**	**$ 365,311.26**
Medical Insurance	$ 199,513.29	$ 199,513.29	$ 223,493.97	$ 236,192.17	$ 288,519.32	$ 208,898.12	$ 208,898.12	$ 234,078.41	$ 247,411.93	$ 302,356.71
Life Insurance	$ 4,071.70	$ 4,071.70	$ 4,561.10	$ 4,820.25	$ 5,888.15	$ 4,263.23	$ 4,263.23	$ 4,777.11	$ 5,049.22	$ 6,170.55
Pension	$ 36,400.00	$ 36,400.00	$ 42,224.00	$ 45,136.00	$ 56,784.00	$ 36,400.00	$ 36,400.00	$ 42,224.00	$ 45,136.00	$ 56,784.00
Subtotal Fringe Benefits	**$ 2,128,514.48**	**$ 2,859,338.39**	**$ 3,813,753.44**	**$ 4,144,825.92**	**$ 5,125,526.80**	**$ 2,221,361.32**	**$ 2,987,236.69**	**$ 3,986,589.88**	**$ 4,332,601.62**	**$ 5,363,042.77**
C. **Employee Taxes**										
(Positions referenced in A (Above)	$ 695,841.99	$ 907,972.52	$ 1,198,911.90	$ 1,315,728.49	$ 1,598,723.62	$ 717,236.38	$ 935,590.27	$ 1,234,226.27	$ 1,354,198.37	$ 1,652,796.90
Subtotal Employee Tax Cost	$ 695,841.99	$ 907,972.52	$ 1,198,911.90	$ 1,315,728.49	$ 1,598,723.62	$ 717,236.38	$ 935,590.27	$ 1,234,226.27	$ 1,354,198.37	$ 1,652,796.90
D. **Materials & Supplies**										
Uniforms	$ 38,873.13	$ 50,955.31	$ 67,870.38	$ 73,701.34	$ 92,034.75	$ 39,844.95	$ 52,229.20	$ 69,567.13	$ 75,543.88	$ 94,335.62
Miscellaneous (CBC)	$ 2,500.49	$ 2,947.00	$ 3,840.03	$ 4,375.85	$ 6,965.64	$ 2,746.07	$ 3,203.75	$ 4,119.11	$ 4,759.86	$ 7,322.86
Miscellaneous (D/A Testing)	$ 2,834.59	$ 3,473.37	$ 4,511.38	$ 5,030.39	$ 6,866.89	$ 2,987.29	$ 3,642.04	$ 4,706.01	$ 5,278.92	$ 7,120.40
Miscellaneous (Driver Safety/Train Supplies)	$ 25,740.31	$ 29,969.08	$ 35,668.72	$ 37,730.57	$ 43,653.47	$ 26,383.82	$ 30,718.31	$ 36,560.44	$ 38,673.83	$ 44,744.81
Miscellaneous (Physicals)	$ 1,912.14	$ 2,253.59	$ 2,936.50	$ 3,346.24	$ 5,326.67	$ 2,099.94	$ 2,449.93	$ 3,149.91	$ 3,639.89	$ 5,599.83
Subtotal Materials & Supplies	$ 71,860.65	$ 89,598.35	$ 114,827.01	$ 124,184.40	$ 154,847.42	$ 74,062.08	$ 92,243.22	$ 118,102.59	$ 127,896.38	$ 159,123.51
E. **Taxes/Permits/Licenses**										
Tolls	$ 6,303.75	$ 6,303.75	$ 6,303.75	$ 6,303.75	$ 6,303.75	$ 6,461.34	$ 6,461.34	$ 6,461.34	$ 6,461.34	$ 6,461.34
Subtotal Taxes/Permits/Licenses	$ 6,303.75	$ 6,303.75	$ 6,303.75	$ 6,303.75	$ 6,303.75	$ 6,461.34	$ 6,461.34	$ 6,461.34	$ 6,461.34	$ 6,461.34
F. **Casualty / Liability Insurance**										
Auto Liability / Claims	$ 1,097,596.86	$ 1,097,596.86	$ 1,325,050.50	$ 1,333,073.98	$ 1,629,247.66	$ 1,141,500.74	$ 1,141,500.74	$ 1,378,052.51	$ 1,386,396.94	$ 1,694,573.59
Collision Repair	$ 240,293.85	$ 240,293.85	$ 240,293.85	$ 240,293.85	$ 240,293.85	$ 247,502.67	$ 247,502.67	$ 247,502.67	$ 247,502.67	$ 247,502.67
Other Specify type (Workers Comp)	$ 442,284.10	$ 601,156.62	$ 815,914.31	$ 890,979.51	$ 1,113,269.86	$ 459,975.47	$ 625,202.89	$ 848,550.88	$ 926,618.69	$ 1,157,800.65
Subtotal Casualty Insurance Costs	$ 1,780,174.82	$ 1,939,047.34	$ 2,381,258.66	$ 2,464,347.34	$ 2,982,811.37	$ 1,848,978.87	$ 2,014,206.29	$ 2,474,106.06	$ 2,560,518.30	$ 3,099,876.91
G. **Operations and Maintenance**										
Equipment Costs										
Equipment (Specify)										
Other (Subcontracted Trip Delivery)	$ 1,455,206.82	$ 2,982,021.22	$ 6,328,104.72	$ 8,926,369.91	$ 11,729,228.21	$ 1,498,863.03	$ 3,071,481.85	$ 6,517,947.87	$ 9,174,293.37	$ 12,055,716.85
Subtotal Equipment Costs	$ 1,455,206.82	$ 2,982,021.22	$ 6,328,104.72	$ 8,926,369.91	$ 11,729,228.21	$ 1,498,863.03	$ 3,071,481.85	$ 6,517,947.87	$ 9,174,293.37	$ 12,055,716.85
H. **Maintenance**										
Parts	$ 285,085.40	$ 392,109.30	$ 584,039.15	$ 568,524.94	$ 675,567.56	$ 248,431.91	$ 340,150.53	$ 504,631.85	$ 491,331.16	$ 583,127.30
Vehicle Cleaning	$ 45,097.71	$ 58,352.41	$ 81,486.14	$ 81,894.79	$ 96,988.54	$ 45,854.06	$ 59,312.93	$ 82,803.00	$ 83,217.94	$ 98,551.88
Other (Specify)										
Subtotal Maintenance Costs	$ 330,183.11	$ 450,461.71	$ 665,525.29	$ 650,419.73	$ 772,556.10	$ 294,285.97	$ 399,463.46	$ 587,434.85	$ 574,549.10	$ 681,679.18
I. **Subtotal Variable**	**$ 14,433,971.43**	**$ 19,613,612.63**	**$ 28,193,349.63**	**$ 32,665,297.88**	**$ 40,583,203.93**	**$ 14,893,097.50**	**$ 20,227,750.27**	**$ 29,045,540.00**	**$ 33,638,752.64**	**$ 41,904,277.53**
(A+B+C+D+E+F+G+H)										
J. **Management Fee/Profit (Overhead)**	$ 852,790.79	$ 1,194,050.47	$ 1,743,530.34	$ 1,998,492.29	$ 2,521,561.72	$ 880,248.52	$ 1,231,564.88	$ 1,796,147.22	$ 2,058,343.30	$ 2,604,949.44
K. Total Variable Expenses (I+J)	$ 15,286,762.22	$ 20,807,663.10	$ 29,936,879.97	$ 34,663,790.17	$ 43,104,765.65	$ 15,773,346.02	$ 21,459,315.15	$ 30,841,687.22	$ 35,697,095.94	$ 44,509,226.98
L. **Total Trips Lower Bound**	**100,000**	**200,000**	**350,000**	**550,000**	**850,000**	**100,000**	**200,000**	**350,000**	**550,000**	**850,000**
M. **Total Trips Upper Bound**	**200,000**	**350,000**	**550,000**	**850,000**	**+**	**200,000**	**350,000**	**550,000**	**850,000**	**+**
N. **Total Cost per Trip**	**$ 101.91**	**$ 75.66**	**$ 66.53**	**$ 49.52**	**$ 42.26**	**$ 105.16**	**$ 78.03**	**$ 68.54**	**$ 51.00**	**$ 43.63**

PRICE SUMMARY SHEET FOR OC ACCESS PARATRANSIT SERVICES - VARIABLE (PER TRIP)

	FIRST OPTION TERM									
VARIABLE RATE **TIER** **DESCRIPTION**	**YEAR 1 TIER 1 1/1/2026 - 12/31/2026**	**YEAR 1 TIER 2 1/1/2026 - 12/31/2026**	**YEAR 1 TIER 3 1/1/2026 - 12/31/2026**	**YEAR 1 TIER 4 1/1/2026 - 12/31/2026**	**YEAR 1 TIER 5 1/1/2026 - 12/31/2026**	**YEAR 2 TIER 1 1/1/2027 - 12/31/2027**	**YEAR 2 TIER 2 1/1/2027 - 12/31/2027**	**YEAR 2 TIER 3 1/1/2027 - 12/31/2027**	**YEAR 2 TIER 4 1/1/2027 - 12/31/2027**	**YEAR 2 TIER 5 1/1/2027 - 12/31/2027**
A. **Operations and Call Center**										
Direct Labor Wages										
OPERATIONS										
Road Supervisor(s)	$ 311,924.54	$ 311,924.54	$ 311,924.54	$ 467,886.81	$ 571,861.66	$ 323,153.82	$ 323,153.82	$ 323,153.82	$ 484,730.73	$ 592,448.68
Operators (Drivers)	$ 4,947,165.01	$ 7,515,708.63	$ 10,625,892.55	$ 11,487,557.68	$ 14,126,339.85	$ 5,107,587.83	$ 7,759,291.19	$ 10,971,377.45	$ 11,853,439.66	$ 14,622,743.68
Window Supervisor(s)	$ 228,439.73	$ 228,439.73	$ 228,439.73	$ 228,439.73	$ 228,439.73	$ 236,663.56	$ 236,663.56	$ 236,663.56	$ 236,663.56	$ 236,663.56
Radio Dispatcher(s)	$ 342,659.60	$ 342,659.60	$ 342,659.60	$ 342,659.60	$ 399,769.53	$ 354,995.35	$ 354,995.35	$ 354,995.35	$ 354,995.35	$ 414,161.24
Subcontractor Supervisor(s)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduler(s)	$ 118,737.04	$ 118,737.04	$ 178,105.55	$ 299,328.53	$ 358,697.05	$ 123,011.57	$ 123,011.57	$ 184,517.35	$ 310,104.36	$ 371,610.14
Call Center Supervisor(s)	$ 52,204.72	$ 52,204.72	$ 52,204.72	$ 52,204.72	$ 52,204.72	$ 54,084.09	$ 54,084.09	$ 54,084.09	$ 54,084.09	$ 54,084.09
Reservationist(s)	$ 687,572.70	$ 687,572.70	$ 730,545.99	$ 773,519.28	$ 859,465.87	$ 712,325.31	$ 712,325.31	$ 756,845.65	$ 801,365.98	$ 890,406.64
Lead Reservationist(s)	$ 99,113.13	$ 99,113.13	$ 99,113.13	$ 99,113.13	$ 148,669.70	$ 102,681.21	$ 102,681.21	$ 102,681.21	$ 102,681.21	$ 154,021.81
Customer Service Clerk(s)	$ -	$ -	$ -	$ 70,924.75	$ 70,924.75	$ -	$ -	$ -	$ 73,478.04	$ 73,478.04
Accounting Clerk(s)	$ 97,217.89	$ 97,217.89	$ 97,217.89	$ 97,217.89	$ 97,217.89	$ 100,717.74	$ 100,717.74	$ 100,717.74	$ 100,717.74	$ 100,717.74
Payroll Clerk(s)	$ 49,409.75	$ 49,409.75	$ 98,819.51	$ 98,819.51	$ 98,819.51	$ 51,188.50	$ 51,188.50	$ 102,377.01	$ 102,377.01	$ 102,377.01
Farebox Clerk(s)	$ -	$ -	$ -	$ -	$ 39,487.49	$ -	$ -	$ -	$ -	$ 40,909.04
OBVSS Supervisor(s)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MAINTENANCE										
Mechanic Supervisor(s)	$ 199,055.79	$ 199,055.79	$ 199,055.79	$ 199,055.79	$ 298,583.68	$ 206,221.79	$ 206,221.79	$ 206,221.79	$ 206,221.79	$ 309,332.69
Mechanic(s)	$ 876,404.45	$ 876,404.45	$ 1,034,207.52	$ 1,159,964.67	$ 1,465,726.58	$ 907,955.01	$ 907,955.01	$ 1,071,438.99	$ 1,201,723.40	$ 1,518,492.74
Service Worker(s)	$ 449,294.37	$ 449,294.37	$ 489,069.39	$ 528,844.42	$ 659,938.60	$ 465,468.97	$ 465,468.97	$ 506,675.89	$ 547,882.82	$ 683,696.39
Maint Purchasing Clerk(s)	$ 49,089.43	$ 49,089.43	$ 49,089.43	$ 49,089.43	$ 49,089.43	$ 50,856.65	$ 50,856.65	$ 50,856.65	$ 50,856.65	$ 50,856.65
Maint Parts Supervisor(s)	$ -	$ -	$ 49,089.43	$ 49,089.43	$ 49,089.43	$ -	$ -	$ 50,856.65	$ 50,856.65	$ 50,856.65
Subtotal Direct Labor Costs	$ 8,508,288.16	$ 11,076,831.77	$ 14,585,434.78	$ 16,003,715.37	$ 19,574,325.47	$ 8,796,911.41	$ 11,448,614.76	$ 15,073,463.19	$ 16,532,179.03	$ 20,266,856.79
B. **Operations Fringe Benefits**										
Positions referenced in "A" (Above)										
OPERATIONS	**$ 2,069,124.20**	**$ 2,877,163.16**	**$ 3,898,037.37**	**$ 4,244,432.67**	**$ 5,263,003.68**	**$ 2,160,934.18**	**$ 3,007,766.98**	**$ 4,077,531.45**	**$ 4,439,810.42**	**$ 5,508,426.28**
Medical Insurance	$ 1,803,110.14	$ 2,505,719.55	$ 3,391,679.29	$ 3,685,109.51	$ 4,557,689.60	$ 1,887,648.67	$ 2,625,388.56	$ 3,555,646.69	$ 3,863,749.47	$ 4,779,959.62
Life Insurance	$ 35,321.95	$ 48,487.79	$ 64,455.13	$ 69,898.38	$ 84,747.62	$ 36,977.77	$ 50,802.55	$ 67,574.29	$ 73,258.32	$ 89,040.69
Pension	$ 230,692.11	$ 322,955.82	$ 441,902.95	$ 489,424.78	$ 620,566.47	$ 236,307.74	$ 331,575.87	$ 454,310.47	$ 502,802.64	$ 639,425.97
MAINTENANCE	**$ 259,601.56**	**$ 259,601.56**	**$ 292,405.08**	**$ 309,603.42**	**$ 380,122.21**	**$ 270,128.47**	**$ 270,128.47**	**$ 304,281.64**	**$ 322,194.74**	**$ 395,658.54**
Medical Insurance	$ 218,737.53	$ 218,737.53	$ 245,177.46	$ 259,178.07	$ 316,871.45	$ 229,053.90	$ 229,053.90	$ 256,816.49	$ 271,517.57	$ 332,097.05
Life Insurance	$ 4,464.03	$ 4,464.03	$ 5,003.62	$ 5,289.35	$ 6,466.76	$ 4,674.57	$ 4,674.57	$ 5,241.15	$ 5,541.17	$ 6,777.49
Pension	$ 36,400.00	$ 36,400.00	$ 42,224.00	$ 45,136.00	$ 56,784.00	$ 36,400.00	$ 36,400.00	$ 42,224.00	$ 45,136.00	$ 56,784.00
Subtotal Fringe Benefits	**$ 2,328,725.76**	**$ 3,136,764.72**	**$ 4,190,442.46**	**$ 4,554,036.09**	**$ 5,643,125.90**	**$ 2,431,062.64**	**$ 3,277,895.45**	**$ 4,381,813.09**	**$ 4,762,005.17**	**$ 5,904,084.82**
C. **Employee Taxes**										
(Positions referenced in A (Above)	$ 739,447.80	$ 964,269.14	$ 1,271,773.51	$ 1,394,261.49	$ 1,708,166.60	$ 762,606.93	$ 994,196.94	$ 1,311,133.87	$ 1,436,883.52	$ 1,763,870.46
Subtotal Employee Tax Cost	$ 739,447.80	$ 964,269.14	$ 1,271,773.51	$ 1,394,261.49	$ 1,708,166.60	$ 762,606.93	$ 994,196.94	$ 1,311,133.87	$ 1,436,883.52	$ 1,763,870.46
D. **Materials & Supplies**										
Uniforms	$ 40,841.08	$ 53,534.93	$ 71,306.31	$ 77,432.47	$ 96,694.01	$ 41,862.10	$ 54,873.30	$ 73,088.97	$ 79,368.29	$ 99,111.36
Miscellaneous (CBC)	$ 2,908.55	$ 3,377.67	$ 4,315.91	$ 4,972.68	$ 7,505.93	$ 3,077.43	$ 3,654.45	$ 4,616.15	$ 5,289.33	$ 7,789.75
Miscellaneous (D/A Testing)	$ 3,103.92	$ 3,775.04	$ 4,865.61	$ 5,452.84	$ 7,298.41	$ 3,224.51	$ 3,955.40	$ 5,073.23	$ 5,675.14	$ 7,523.86
Miscellaneous (Driver Safety/Train Supplies)	$ 27,043.42	$ 31,486.26	$ 37,474.45	$ 39,640.68	$ 45,863.43	$ 27,719.50	$ 32,273.42	$ 38,411.31	$ 40,631.70	$ 47,010.01
Miscellaneous (Physicals)	$ 2,224.18	$ 2,582.92	$ 3,300.40	$ 3,802.64	$ 5,739.83	$ 2,353.33	$ 2,794.58	$ 3,529.99	$ 4,044.78	$ 5,956.86
Subtotal Materials & Supplies	$ 76,121.14	$ 94,756.82	$ 121,262.68	$ 131,301.30	$ 163,101.60	$ 78,236.88	$ 97,551.15	$ 124,719.65	$ 135,009.24	$ 167,391.85
E. **Taxes/Permits/Licenses**										
Tolls	$ 6,622.88	$ 6,622.88	$ 6,622.88	$ 6,622.88	$ 6,622.88	$ 6,788.45	$ 6,788.45	$ 6,788.45	$ 6,788.45	$ 6,788.45
Subtotal Taxes/Permits/Licenses	$ 6,622.88	$ 6,622.88	$ 6,622.88	$ 6,622.88	$ 6,622.88	$ 6,788.45	$ 6,788.45	$ 6,788.45	$ 6,788.45	$ 6,788.45
F. **Casualty / Liability Insurance**										
Auto Liability / Claims	$ 1,187,160.77	$ 1,187,160.77	$ 1,433,174.62	$ 1,441,852.82	$ 1,762,367.12	$ 1,234,647.20	$ 1,234,647.20	$ 1,490,501.60	$ 1,499,526.93	$ 1,833,001.68
Collision Repair	$ 254,927.75	$ 254,927.75	$ 254,927.75	$ 254,927.75	$ 254,927.75	$ 262,575.58	$ 262,575.58	$ 262,575.58	$ 262,575.58	$ 262,575.58
Other Specify type (Workers Comp)	$ 478,374.48	$ 650,211.00	$ 882,492.92	$ 963,683.44	$ 1,204,112.68	$ 497,509.46	$ 676,219.44	$ 917,792.63	$ 1,002,230.78	$ 1,252,277.19
Subtotal Casualty Insurance Costs	$ 1,920,463.00	$ 2,092,299.52	$ 2,570,595.28	$ 2,660,464.00	$ 3,221,407.54	$ 1,994,732.24	$ 2,173,442.22	$ 2,670,869.81	$ 2,764,333.29	$ 3,347,854.44
G. **Operations and Maintenance**										
Equipment Costs										
Equipment (Specify)										
Other (Subcontracted Trip Delivery)	$ 1,543,828.92	$ 3,163,626.31	$ 6,713,486.30	$ 9,429,537.76	$ 12,391,848.21	$ 1,590,143.79	$ 3,258,535.10	$ 6,914,890.89	$ 9,692,321.54	$ 12,737,910.05
Subtotal Equipment Costs	$ 1,543,828.92	$ 3,163,626.31	$ 6,713,486.30	$ 9,429,537.76	$ 12,391,848.21	$ 1,590,143.79	$ 3,258,535.10	$ 6,914,890.89	$ 9,692,321.54	$ 12,737,910.05
H. **Maintenance**										
Parts	$ 302,102.69	$ 415,614.24	$ 619,178.76	$ 602,703.30	$ 716,319.99	$ 348,259.85	$ 480,513.13	$ 717,688.87	$ 698,477.82	$ 830,923.87
Vehicle Cleaning	$ 46,860.39	$ 60,631.82	$ 84,667.39	$ 85,091.98	$ 100,782.52	$ 47,842.46	$ 61,917.52	$ 86,483.06	$ 86,917.00	$ 102,960.16
Other (Specify)										
Subtotal Maintenance Costs	$ 348,963.08	$ 476,246.06	$ 703,846.16	$ 687,795.27	$ 817,102.51	$ 396,102.30	$ 542,430.66	$ 804,171.93	$ 785,394.82	$ 933,884.03
I. **Subtotal Variable** (A+B+C+D+E+F+G+H)	**$ 15,472,460.74**	**$ 21,011,417.21**	**$ 30,163,464.03**	**$ 34,867,734.16**	**$ 43,525,700.71**	**$ 16,056,584.64**	**$ 21,799,454.72**	**$ 31,287,850.88**	**$ 36,114,915.05**	**$ 45,128,640.88**
J. **Management Fee/Profit (Overhead)**	$ 945,247.71	$ 1,303,724.36	$ 1,880,038.18	$ 2,143,330.92	$ 2,706,816.37	$ 982,276.82	$ 1,352,587.34	$ 1,950,519.57	$ 2,220,946.90	$ 2,808,256.02
K. Total Variable Expenses (I+J)	$ 16,417,708.45	$ 22,315,141.57	$ 32,043,502.21	$ 37,011,065.08	$ 46,232,517.07	$ 17,038,861.46	$ 23,152,042.06	$ 33,238,370.45	$ 38,335,861.95	$ 47,936,896.90
L. **Total Trips Lower Bound**	**100,000**	**200,000**	**350,000**	**550,000**	**850,000**	**100,000**	**200,000**	**350,000**	**550,000**	**850,000**
M. **Total Trips Upper Bound**	**200,000**	**350,000**	**550,000**	**850,000**	**+**	**200,000**	**350,000**	**550,000**	**850,000**	**+**
N. **Total Cost per Trip**	**$ 109.45**	**$ 81.15**	**$ 71.21**	**$ 52.87**	**$ 45.32**	**$ 113.59**	**$ 84.19**	**$ 73.86**	**$ 54.77**	**$ 46.99**

PRICE SUMMARY SHEET FOR OC ACCESS PARATRANSIT SERVICES - VARIABLE (PER TRIP)

	SECOND OPTION TERM									
VARIABLE RATE TIER DESCRIPTION	**YEAR 1 TIER 1 1/1/2028 - 12/31/2028**	**YEAR 1 TIER 2 1/1/2028 - 12/31/2028**	**YEAR 1 TIER 3 1/1/2028 - 12/31/2028**	**YEAR 1 TIER 4 1/1/2028 - 12/31/2028**	**YEAR 1 TIER 5 1/1/2028 - 12/31/2028**	**YEAR 2 TIER 1 1/1/2029 - 12/31/2029**	**YEAR 2 TIER 2 1/1/2029 - 12/31/2029**	**YEAR 2 TIER 3 1/1/2029 - 12/31/2029**	**YEAR 2 TIER 4 1/1/2029 - 12/31/2029**	**YEAR 2 TIER 5 1/1/2029 - 12/31/2029**
A. **Operations and Call Center**										
Direct Labor Wages										
OPERATIONS										
Road Supervisor(s)	$ 334,787.36	$ 334,787.36	$ 334,787.36	$ 502,181.04	$ 613,776.83	$ 346,839.71	$ 346,839.71	$ 346,839.71	$ 520,259.56	$ 635,872.79
Operators (Drivers)	$ 5,273,854.63	$ 8,011,737.42	$ 11,329,867.14	$ 12,241,260.55	$ 15,155,002.54	$ 5,458,219.25	$ 8,291,569.90	$ 11,730,876.90	$ 12,680,361.78	$ 15,737,372.04
Window Supervisor(s)	$ 245,183.45	$ 245,183.45	$ 245,183.45	$ 245,183.45	$ 245,183.45	$ 254,010.06	$ 254,010.06	$ 254,010.06	$ 254,010.06	$ 254,010.06
Radio Dispatcher(s)	$ 367,775.18	$ 367,775.18	$ 367,775.18	$ 367,775.18	$ 429,071.04	$ 381,015.08	$ 381,015.08	$ 381,015.08	$ 381,015.08	$ 444,517.60
Subcontractor Supervisor(s)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduler(s)	$ 127,439.99	$ 127,439.99	$ 191,159.98	$ 321,268.11	$ 384,988.11	$ 132,027.83	$ 132,027.83	$ 198,041.74	$ 332,833.77	$ 398,847.68
Call Center Supervisor(s)	$ 56,031.12	$ 56,031.12	$ 56,031.12	$ 56,031.12	$ 56,031.12	$ 58,048.24	$ 58,048.24	$ 58,048.24	$ 58,048.24	$ 58,048.24
Reservationist(s)	$ 737,969.03	$ 737,969.03	$ 784,092.09	$ 830,215.15	$ 922,461.28	$ 764,535.91	$ 764,535.91	$ 812,319.40	$ 860,102.90	$ 955,669.89
Lead Reservationist(s)	$ 106,377.73	$ 106,377.73	$ 106,377.73	$ 106,377.73	$ 159,566.60	$ 110,207.33	$ 110,207.33	$ 110,207.33	$ 110,207.33	$ 165,310.99
Customer Service Clerk(s)	$ -	$ -	$ -	$ 76,123.25	$ 76,123.25	$ -	$ -	$ -	$ 78,863.69	$ 78,863.69
Accounting Clerk(s)	$ 104,343.57	$ 104,343.57	$ 104,343.57	$ 104,343.57	$ 104,343.57	$ 108,099.94	$ 108,099.94	$ 108,099.94	$ 108,099.94	$ 108,099.94
Payroll Clerk(s)	$ 53,031.29	$ 53,031.29	$ 106,062.58	$ 106,062.58	$ 106,062.58	$ 54,940.42	$ 54,940.42	$ 109,880.83	$ 109,880.83	$ 109,880.83
Farebox Clerk(s)	$ -	$ -	$ -	$ -	$ 42,381.77	$ -	$ -	$ -	$ -	$ 43,907.51
OBVSS Supervisor(s)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MAINTENANCE										
Mechanic Supervisor(s)	$ 213,645.78	$ 213,645.78	$ 213,645.78	$ 213,645.78	$ 320,468.67	$ 221,337.03	$ 221,337.03	$ 221,337.03	$ 221,337.03	$ 332,005.54
Mechanic(s)	$ 940,641.39	$ 940,641.39	$ 1,110,010.79	$ 1,244,985.44	$ 1,573,158.48	$ 974,504.48	$ 974,504.48	$ 1,149,971.18	$ 1,289,804.92	$ 1,629,792.18
Service Worker(s)	$ 482,225.85	$ 482,225.85	$ 524,916.22	$ 567,606.60	$ 708,309.46	$ 499,585.98	$ 499,585.98	$ 543,813.21	$ 588,040.43	$ 733,808.60
Maint Purchasing Clerk(s)	$ 52,687.49	$ 52,687.49	$ 52,687.49	$ 52,687.49	$ 52,687.49	$ 54,584.24	$ 54,584.24	$ 54,584.24	$ 54,584.24	$ 54,584.24
Maint Parts Supervisor(s)	$ -	$ -	$ 52,687.49	$ 52,687.49	$ 52,687.49	$ -	$ -	$ 54,584.24	$ 54,584.24	$ 54,584.24
Subtotal Direct Labor Costs	$ 9,095,993.86	$ 11,833,876.64	$ 15,579,627.97	$ 17,088,434.54	$ 21,002,303.71	$ 9,417,955.48	$ 12,251,306.14	$ 16,133,629.13	$ 17,702,034.03	$ 21,795,176.06
B. **Operations Fringe Benefits** Positions referenced in "A" (Above)										
OPERATIONS	**$ 2,267,851.43**	**$ 3,161,119.45**	**$ 4,289,306.72**	**$ 4,670,938.50**	**$ 5,800,250.98**	**$ 2,369,501.24**	**$ 3,305,925.40**	**$ 4,488,671.64**	**$ 4,888,580.74**	**$ 6,073,594.44**
Medical Insurance	$ 1,976,273.87	$ 2,750,900.75	$ 3,727,672.22	$ 4,051,181.25	$ 5,013,203.04	$ 2,069,186.59	$ 2,882,544.81	$ 3,908,155.31	$ 4,247,840.96	$ 5,257,965.02
Life Insurance	$ 38,717.86	$ 53,236.76	$ 70,855.95	$ 76,835.36	$ 93,664.85	$ 40,612.87	$ 55,896.02	$ 74,467.80	$ 80,793.04	$ 98,696.35
Pension	$ 252,859.69	$ 356,981.93	$ 490,778.54	$ 542,921.89	$ 693,383.09	$ 259,701.79	$ 367,484.58	$ 506,048.53	$ 559,946.74	$ 716,933.07
MAINTENANCE	**$ 281,166.03**	**$ 281,166.03**	**$ 316,736.37**	**$ 335,400.00**	**$ 411,956.13**	**$ 292,739.39**	**$ 292,739.39**	**$ 329,797.80**	**$ 349,249.52**	**$ 429,052.68**
Medical Insurance	$ 239,870.71	$ 239,870.71	$ 269,022.12	$ 284,458.72	$ 348,068.69	$ 251,212.60	$ 251,212.60	$ 281,822.33	$ 298,031.25	$ 364,823.30
Life Insurance	$ 4,895.32	$ 4,895.32	$ 5,490.25	$ 5,805.28	$ 7,103.44	$ 5,126.79	$ 5,126.79	$ 5,751.48	$ 6,082.27	$ 7,445.37
Pension	$ 36,400.00	$ 36,400.00	$ 42,224.00	$ 45,136.00	$ 56,784.00	$ 36,400.00	$ 36,400.00	$ 42,224.00	$ 45,136.00	$ 56,784.00
Subtotal Fringe Benefits	**$ 2,549,017.46**	**$ 3,442,285.48**	**$ 4,606,043.09**	**$ 5,006,338.51**	**$ 6,212,207.11**	**$ 2,662,240.64**	**$ 3,598,664.79**	**$ 4,818,469.44**	**$ 5,237,830.26**	**$ 6,502,647.12**
C. **Employee Taxes** (Positions referenced in A (Above)	$ 786,581.97	$ 1,025,179.66	$ 1,351,915.46	$ 1,481,667.83	$ 1,822,902.48	$ 812,323.15	$ 1,058,647.26	$ 1,396,390.77	$ 1,530,875.60	$ 1,886,373.22
Subtotal Employee Tax Cost	$ 786,581.97	$ 1,025,179.66	$ 1,351,915.46	$ 1,481,667.83	$ 1,822,902.48	$ 812,323.15	$ 1,058,647.26	$ 1,396,390.77	$ 1,530,875.60	$ 1,886,373.22
D. **Materials & Supplies**										
Uniforms	$ 42,908.66	$ 56,245.13	$ 74,916.19	$ 81,352.49	$ 101,589.14	$ 43,981.37	$ 57,651.26	$ 76,789.10	$ 83,386.31	$ 104,128.87
Miscellaneous (CBC)	$ 3,252.94	$ 3,844.38	$ 4,928.70	$ 5,618.71	$ 8,083.06	$ 3,435.30	$ 4,041.53	$ 5,253.99	$ 5,860.22	$ 8,386.18
Miscellaneous (D/A Testing)	$ 3,349.19	$ 4,098.36	$ 5,288.20	$ 5,905.16	$ 7,756.03	$ 3,478.09	$ 4,245.99	$ 5,510.75	$ 6,097.96	$ 7,995.10
Miscellaneous (Driver Safety/Train Supplies)	$ 28,412.49	$ 33,080.25	$ 39,371.59	$ 41,647.49	$ 48,185.26	$ 29,122.80	$ 33,907.26	$ 40,355.88	$ 42,688.68	$ 49,389.89
Miscellaneous (Physicals)	$ 2,487.54	$ 2,939.82	$ 3,769.00	$ 4,296.66	$ 6,181.17	$ 2,627.00	$ 3,090.58	$ 4,017.76	$ 4,481.35	$ 6,412.96
Subtotal Materials & Supplies	$ 80,410.82	$ 100,207.95	$ 128,273.69	$ 138,820.52	$ 171,794.66	$ 82,644.57	$ 102,936.62	$ 131,927.48	$ 142,514.51	$ 176,313.00
E. **Taxes/Permits/Licenses**										
Tolls	$ 6,958.16	$ 6,958.16	$ 6,958.16	$ 6,958.16	$ 6,958.16	$ 7,132.11	$ 7,132.11	$ 7,132.11	$ 7,132.11	$ 7,132.11
Subtotal Taxes/Permits/Licenses	$ 6,958.16	$ 6,958.16	$ 6,958.16	$ 6,958.16	$ 6,958.16	$ 7,132.11	$ 7,132.11	$ 7,132.11	$ 7,132.11	$ 7,132.11
F. **Casualty / Liability Insurance**										
Auto Liability / Claims	$ 1,284,033.09	$ 1,284,033.09	$ 1,550,121.66	$ 1,559,508.01	$ 1,906,416.54	$ 1,335,394.41	$ 1,335,394.41	$ 1,612,126.53	$ 1,621,888.33	$ 1,982,727.74
Collision Repair	$ 270,452.85	$ 270,452.85	$ 270,452.85	$ 270,452.85	$ 270,452.85	$ 278,566.43	$ 278,566.43	$ 278,566.43	$ 278,566.43	$ 278,566.43
Other Specify type (Workers Comp)	$ 517,409.84	$ 703,268.22	$ 954,504.34	$ 1,042,320.01	$ 1,302,368.27	$ 538,106.24	$ 731,398.95	$ 992,684.51	$ 1,084,012.81	$ 1,354,463.00
Subtotal Casualty Insurance Costs	$ 2,071,895.77	$ 2,257,754.15	$ 2,775,078.85	$ 2,872,280.86	$ 3,479,237.66	$ 2,152,067.08	$ 2,345,359.79	$ 2,883,377.47	$ 2,984,467.57	$ 3,615,757.18
G. **Operations and Maintenance** Equipment Costs Equipment (Specify)										
Other (Subcontracted Trip Delivery)	$ 1,637,848.10	$ 3,356,291.15	$ 7,122,337.62	$ 9,962,869.70	$ 13,094,198.75	$ 1,686,983.54	$ 3,456,979.89	$ 7,336,007.75	$ 10,241,414.00	$ 13,461,019.56
Subtotal Equipment Costs	$ 1,637,848.10	$ 3,356,291.15	$ 7,122,337.62	$ 9,962,869.70	$ 13,094,198.75	$ 1,686,983.54	$ 3,456,979.89	$ 7,336,007.75	$ 10,241,414.00	$ 13,461,019.56
H. **Maintenance**										
Parts	$ 383,511.51	$ 530,006.94	$ 792,724.33	$ 771,432.84	$ 918,191.06	$ 363,321.85	$ 501,264.93	$ 748,644.47	$ 728,589.80	$ 866,811.72
Vehicle Cleaning	$ 48,796.38	$ 63,161.94	$ 88,234.48	$ 88,677.38	$ 105,056.10	$ 49,599.21	$ 64,188.67	$ 89,651.98	$ 90,101.78	$ 106,738.26
Other (Specify)										
Subtotal Maintenance Costs	$ 432,307.89	$ 593,168.88	$ 880,958.81	$ 860,110.22	$ 1,023,247.16	$ 412,921.06	$ 565,453.60	$ 838,296.46	$ 818,691.58	$ 973,549.98
I. **Subtotal Variable** (A+B+C+D+E+F+G+H)	**$ 16,661,014.03**	**$ 22,615,722.08**	**$ 32,451,193.64**	**$ 37,417,480.34**	**$ 46,812,849.69**	**$ 17,234,267.63**	**$ 23,386,480.20**	**$ 33,545,230.61**	**$ 38,664,959.66**	**$ 48,417,968.23**
J. **Management Fee/Profit (Overhead)**	$ 1,017,131.93	$ 1,401,823.66	$ 2,022,990.89	$ 2,301,999.10	$ 2,916,117.90	$ 1,052,698.62	$ 1,450,154.74	$ 2,091,945.01	$ 2,380,151.31	$ 3,018,200.68
K. Total Variable Expenses (I+J)	$ 17,678,145.96	$ 24,017,545.74	$ 34,474,184.54	$ 39,719,479.44	$ 49,728,967.59	$ 18,286,966.25	$ 24,836,634.94	$ 35,637,175.62	$ 41,045,110.97	$ 51,436,168.91
L. **Total Trips Lower Bound**	**100,000**	**200,000**	**350,000**	**550,000**	**850,000**	**100,000**	**200,000**	**350,000**	**550,000**	**850,000**
M. **Total Trips Upper Bound**	**200,000**	**350,000**	**550,000**	**850,000**	**+**	**200,000**	**350,000**	**550,000**	**850,000**	**+**
N. **Total Cost per Trip**	**$ 117.85**	**$ 87.34**	**$ 76.61**	**$ 56.74**	**$ 48.75**	**$ 121.91**	**$ 90.32**	**$ 79.19**	**$ 58.64**	**$ 50.42**

AGREEMENT NO. C-0-2150
EXHIBIT B
SCHEDULE 2

PRICE SUMMARY SHEET FOR OC FLEX MICROTRANSIT SERVICES

---

1) SERVICE ZONE: ALISO MISSION (Aliso Viejo/Laguna Niguel/Mission Viejo)

COVERAGE: 5.99 sq. miles
Long trip example: Aliso Viejo Town Center to Laguna Niguel Metrolink Station 4.3 miles

Hours of Operation:

- Monday-Friday: 6:00 am – 9:00 pm with 2 vehicles per zone
- Saturday, Sunday and Holidays: 9:00 am – 9:00 pm with 2 vehicles per zone

Initial Four-Year Term: January 1, 2022 through December 31, 2025

	Estimated Monthly Revenue Vehicle Hours	Estimated Annual Revenue Vehicle Hours	Fully-Burdened Revenue Vehicle Hour Rates
Year 1 1/1/22 – 12/31/22	1,200	14,400	$62.54
Year 2 1/1/23 – 12/31/23	1,960	23,520	$63.04
Year 3 1/1/24 – 12/31/24	2,352	28,224	$63.56
Year 4 1/1/25 – 12/31/25	2,822	33,864	$64.11

Startup Costs: $26,284.69

AGREEMENT NO. C-0-2150
EXHIBIT B
SCHEDULE 2

First Option Term: January 1, 2026 through December 31, 2027

	Estimated Monthly Revenue Vehicle Hours	Estimated Annual Revenue Vehicle Hours	Fully-Burdened Revenue Vehicle Hour Rates
Option 1, Year 1 1/1/26 – 12/31/26	2,964	35,568	$64.80
Option 1, Year 2 1/1/27 – 12/31/27	3,112	37,344	$66.73

Second Option Term: January 1, 2028 through December 31, 2029

	Estimated Monthly Revenue Vehicle Hours	Estimated Annual Revenue Vehicle Hours	Fully-Burdened Revenue Vehicle Hour Rates
Option 2, Year 1 1/1/28 – 12/31/28	3,267	39,204	$69.89
Option 2, Year 2 1/1/29 – 12/31/29	3,431	41,172	$73.80

NOTE:

The number of revenue vehicle hours provided is an estimate and may be subject to change. AUTHORITY may direct the operation of OC Flex service up to twenty percent (20%) above or below the estimated annual totals indicated above without renegotiation of the variable revenue vehicle hours rate.

AGREEMENT NO. C-0-2150
EXHIBIT C

OCTA

DBE PARTICIPATION COMMITMENT FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL AS A CONDITION OF DBE RESPONSIVENESS

NOTE: Refer to instructions on the reverse side of this form.

Proposer to Complete this Section

1. RFP No.: **RFP 0-2150**

2. Project Name/Description: **OC ACCESS PARATRANSIT AND OC FLEX MICROTRANSIT SERVICES**

3. Prime Proposer Name: **First Transit,Inc.**

4. Contract DBE Goal %: **5%**

5. Proposer's Total Bid Price (If applicable) **$42,198,368.56 (At Tier 5 for the Base Term)**
(All inclusive of Access and Flex) '*See Price Pages for pricing at Tier levels'

Required DBE Commitment Information

6. DBE Firm (Name and Address)	**7.** DBE Certification Number	**8.** Description of Scope of Services/Work	**9.** Dollar Value ($) or Percent (%) of Participation	**10.** Dollar Value ($) or Percent (%) of Eligible DBE Participation/Commitment
SMS Transportation Services, Inc.	**38398**	Subcontracted supplemental transportation services for OC Access and OC Flex services	**4.825%**	**100%**
JCM & Associates, Inc. (Blue Goose)	**32118**	Provision of employee uniforms	**.172%**	**100%**
Islas Tires	**42397**	Provision of Tires for support vehicles	**.003%**	**60% of .005%**

Note: As a condition of responsiveness, the proposer is required to submit with the Proposal a written confirmation signed and dated from each DBE listed in Column 6 acknowledging that the DBE is participating in the contract for the specified dollar value ($) or percent (%) and scope of work.

A quote or proposal from the DBE firm can serve in lieu of the written confirmation; however, the dollar and/or percentage amount in the written confirmation or quote/proposal and the amount shown on this form MUST match identically.

11. Total Dollar Value ($) or Percent (%) of Eligible DBE Participation:

$ ____________

12. Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Proposal Price

5 %

Proposer Assurance: The proposer certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards meeting the contract DBE goal.

Sally Stewart-McKinnie
13. Preparer's Name (Print)

Sally Stewart-McKinnie
14. Preparer's Signature

Manager of Sales Support/DBE Liaison
15. Preparer's Title

03/04/2021
16. Date

(513) 704-1844
17. Telephone No.

sally.stewart-mckinnie@firstgroup.com
18. Email Address

LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS

REQUIRED HSE SUBMITTAL SUMMARY

The contractor shall submit copies of the items listed below for contract scope work on OCTA projects and property. Copies shall be provided prior to contractor's mobilization onto OCTA projects and property. Contractor shall provide compliant written Health, Safety & Environmental (HSE) submittals within 30 days of the contract notice to proceed.

HSE submittals shall comply with the 1988 Drug Free Workplace Act, or the Department of Transportation (DOT), or the Federal Transportation Administration (FTA) requirements (according to OCTA procurement funding guidelines) and comply with the California Code of Regulations (CCR) Title 8 regulatory standards.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All HSE related programs/plans submitted to OCTA for acceptance shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the HSE submittal process.

1. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.

2. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.

3. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program.

4. Contractor shall provide a copy of their Hazard Communication Program and MSDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.

5. On-Site HSE Representative:
   On Facility Modification Projects, The Contractor shall submit a resume of the designated on-site qualified HSE Representative. The HSE Representative shall possess a current certification from the Board of Certified Safety Professionals (BCSP), plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which the Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related submittals through completion of scope.

   On Capital Programs, The Contractor's on-site qualified HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The

National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's on-site HSE Representative(s) shall provide a resume and have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction/scope discipline for which Contractor is contracting with the Authority.

6. A Detailed Site Specific HSE Work Implementation Plan:
   This plan shall be prepared and submitted by a recognized HSE professional experienced in developing compliant written HSE programs. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, South Coast Air Quality Management District (SCAQMD) rules, National Fire Protection Association (NFPA), National Electric Code (NEC), American National Standards Institute (ANSI) codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

PART I – GENERAL

1.0 GENERAL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, and bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference, as applicable, to this scope of work.

B. Observance of unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.

D. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.

F. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who works on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

PART II – SPECIFIC REQUIREMENTS

2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (Code of Federal Regulations (CFR) Sections 1926 & 1910 Standards), state (CCR Title 8 Standards), local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and for items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope and make the same available to the Authority upon request within 72 hours.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All new programs/plans shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, STS, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the scope submittal process.

A. A Comprehensive Project Specific Health, Safety, and Environmental (HSE) Work Plan.

   a. The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and

Responsibilities, Scope and Construction Activity Details, Constructability Review, Contractor Coordination Process, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.

b. A Detailed Site Specific HSE Implementation Plan: This plan shall be prepared and submitted by a recognized HSE professional (current BCSP Certification in good standing, i.e., CSP, CHST, OHST) experienced in developing compliant written HSE programs, acceptable to OCTA. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

B. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.

C. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.

D. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.

E. Contractor shall provide the resume and qualifications/certifications of assigned project designated Onsite HSE Representative for this scope as identified in section 2.3 of this specification.

F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report).

The following required documentation shall be provided to the Authority's Project Manager, upon Authority request, within 72 hours.

G. A copy of Contractor weekly site safety inspection report with status of corrections, upon request, within 72 hours.

H. Contractor shall provide a copy of the Contractors and subcontractors competent person list (submit to Authority Project Manager, upon Authority request, within 72 hours).

I. Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training, HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).

J. A monthly report that includes number of workers on project, a list of subcontractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and recordable incident rate. Contractor shall provide to the Authority, upon request, within 72 hours.

K. TRAINING DOCUMENTATION

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to chemical use on Authority property and/or project work areas the Contractor shall provide to the Authority Project Manager copies of Material Safety Data Sheet (MSDS) for all applicable products used, if any.

B. All chemicals including paint, solvents, detergents and similar substances shall comply with SCAQMD Rules 103, 1113, and 1171.

2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

B. The Contractor’s on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

QUALIFICATIONS – On Capital Programs, the Contractor shall submit a resume of the full time, on-site qualified HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor’s On-site HSE Representative(s) shall have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor’s On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP), or a Construction Health and Safety Technician (CHST) with current standing from the BCSP or a Certified Industrial Hygienist (CIH) with current standing from the **American Board of Industrial Hygiene** (ABIH), or an equal professional HSE Certificate of standing from The **National Examination Board in Occupational Safety and Health (NEBOSH)**, that is acceptable to the Authority. The Contractor's On-site HSE Representatives(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

On Facility Modification Projects, the Contractor shall submit a resume of the full time qualified on-site HSE Representative who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for safety oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor’s On-Site HSE Representative shall hold a current certification from the BCSP, plus five (5) years construction or scope HSE experience enforcing HSE compliance on heavy construction or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The designated HSE Representative shall participate in all

HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

1. Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction, facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.

2. Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.

3. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.

4. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.

C. The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor’s care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor’s supervision or conduct and/or control of the scope agreement.

D. On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.

E. On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

2.4 SITE HSE ORIENTATION

The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects, a copy of the HSE orientation attendance list shall be provided to the Authority Project Manager. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

2.5 INCIDENT NOTIFICATION AND INVESTIGATION

D. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

E. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial immediate verbal notification, followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that led to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, copy of the Physician's first report of injury, updated OSHA 300 Log, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

F. A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a senior executive from the Contractors' organization to participate in the presentation. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement.

2. Serious Incident: includes property damage of $500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, etc.) notification or representation.

3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

4. Significant Near Miss Incident; includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

A. Frequent and regular inspections of the project jobsite shall be made by the Contractor's On-site HSE Representative, or another Competent Individual designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.

B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification, are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible.

2.7 ENVIRONMENTAL REQUIREMENTS

A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.

B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.

C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

E. If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the Contractor shall immediately stop work in that area affected and report the condition to the Authority in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the Authority and the Contractor, or in accordance with a final determination by an Environmental Consultant employed by the Authority.

F. The Contractor shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers’ guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the Contractor. The Contractor shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the Contractor allow any Sub-Contractor, subcontractor or supplier or any other person for whose acts the Contractor or any subcontractor, vendor or supplier may be liable, to do so. For purposes of Contract Documents, "hazardous substance" means any substance or material which has been determined or during the time of performance of the work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.

2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

A. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

B. Personal vehicles belonging to Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints

C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.

D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

2.9 LANGUAGE REQUIREMENTS

For safety reasons, the Contractor shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual supervisor or responsible designee at all times when on the Authority property or projects.

2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

A. RESPIRATORS (CCR Title 8, Section 5144) - The required documentation for training and respirator use shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Section 5144, Respiratory Protective Equipment.

B. EYE PROTECTION – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

C. BUS BASE – Minimum PPE required includes but is not limited to; Eye protection, class 2 reflective vest, steel toe or construction type footwear that meets ANSI Z41 1991 are recommended.

D. CONSTRUCTION PROJECTS - Minimum PPE required includes but is not limited to; hard hat, eye protection, hand protection, class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 are recommended.

E. HARD HATS: Approved hard hat that meet ANSI Z89. 1 (latest revision). Hard hats should be affixed with the company/agency logo and/or name. The bill shall be worn forward. Metal hard hats and cowboy style are forbidden on Authority projects.

F. FOOTWEAR: Enclosed leather that covers the ankles, such as a construction type boot. Employees shall not wear casual dress shoes, open toe, sneakers, sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal in construction work areas. Safety toe footwear that meets ANSI Z41 1991 are recommended on construction sites and in operating facilities.

G. CLOTHING/SHIRTS: minimum or waist length shirts with sleeves (4” minimum).

H. CLOTHING/TROUSERS: Cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. No sweat pants, or trousers with holes.

2.11 AERIAL DEVICES (CCR Title 8, Section 3648)

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8, Section 3648 shall be provided to the Authority’s Project Manager, upon request, within 72 hours.

2.12 CONFINED SPACE ENTRY (CCR Title 8, Section 5157)

Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8, Section 5157 shall be provided to the Authority’s Project Manager, upon request, within 72 hours.

A. RECOMMENDED: a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or “sniffer” to be used by the Entry Supervisor prior to entering permit-required confined spaces.

2.13 CRANES

A. Crane activity shall comply with 29 CFR 1926.550, CCR Title 8 Standards, manufacture's recommendations and requirements, applicable American Society of Mechanical Engineers (ASME), and ANSI Standards. In addition, Contractor shall comply with the following requirements: Prior to using mobile cranes, the Contractor shall provide to the Authority Project Manager, items I, 2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 on each day of crane activity.

1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection.

2. A copy of each crane operator's qualification (NCCCO or equivalent) of company-authorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8, Section 5006.1.

3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in the State of California.

4. Contractor shall provide the name and qualifications of each "Qualified Rigger" as defined by OSHA.

5. Rigging scope activity shall comply with 29 CFR Subparts1926.250, 1929.753 and CCR Title 8 Standards.

6. All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.

7. Rigging equipment shall be inspected by a designated, competent employee prior to initial use on the project, prior to each use, and documented inspections performed regularly. Records shall be kept on jobsite of each of these inspections by contractor and be made available to the Authority upon request within 72 hours.

8. Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.

9. Contractor shall prepare a documented daily crane inspection report.

B. Pick and carry with rubber tired cranes is forbidden on Authority projects.

C. Engineered Critical Lifts

A critical lifts is established where any one of the following conditions are created:

1. Where in the crane's current configuration at any point during the lift, a gross load weight exceeds 75% of the capacity of the crane.

2. A gross weight equal to, or greater than 10 tons.

3. Lifts over buildings, equipment, public roadways, structures, or power lines.

4. A single lift where two or more cranes are used, including tandem lifts and tailing cranes.

5. Lifts made in close proximity of power lines, as defined by CCR Title 8 voltage clearance specifications.

6. Lifts involving helicopters, and specialized or unique and complex rigging equipment.

7. Hoisting of suspended work platforms.

8. Static tower crane erection and dismantlement.

9. Making lifts below the ground level where the crane is positioned.
   Note: Where the below the ground lift is minimal (evaluated by California registered professional engineer), a critical lift plan may not be required.

D. Critical Lift Plan

Where a critical lift will be performed, a written critical lift plan shall be submitted to the Authority Project Manager prior to commencing with the lift. The written plan shall include the following:

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.

2. Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.

3. Engineering data shall be provided on the hook assembly (manufacture's certification or independent laboratory testing and load testing within the past 60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.

4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:

   A. Locations of all components to be lifted prior, during and after the lift is completed.

   B. Radius points.

   C. Swing patterns.

   D. In the event that the lift must be aborted, positions where the load may be safely landed.

   E. Areas where any personnel, public, and vehicles must be evacuated during the lift.

5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.

6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

   Note: *This information may be available from the Authority for selected locations on some projects.*

7. An engineer shall use the data provided in #5 and #6 above to verify and confirm the following:

   A. That the soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.

   B. That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer such loads.

8. Signature and stamp on the plan by a California registered professional engineer, evidencing review of the plan as meeting the requirements that all loads and load information and calculations contained in the plan are approved, acceptable and safe to perform.

9. Operator qualifications.

10. Method by which communication will be provided to the crane operator. (Designated signal person, two-way radio, hard wire phone system, etc.).

11. A critical lift hazard analysis which identifies the particular hazards (including weather, wind, obstructions, etc.) associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.

12. Emergency action plan.

13. Documentation of lift and pre-job meeting shall be conducted by Contractor's Project Manager.

The written plan shall be submitted 7 days prior to any critical lift for review by the Authority Project Manager and the Authority HSEC department. No critical lifts shall be conducted prior to such review.

E. OVERHEAD CRANES

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

2.14 DEMOLITION OPERATIONS (CCR Title 8, Section 1734)

Before starting demolition activities the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. Contractor shall provide all compliance documentation as required by CCR Title 8 Article 31.

A. The Contractor shall be responsible for visiting and examining the project site to assess and personally determine the extent of demolition, associated work, debris removal, disposal and general work to be done under this section.

B. The Contractor shall take possession of all demolished materials, except as noted otherwise in the Contract Documents, and be responsible for disposing of them in accordance with applicable laws and regulations. On-site burning or burial of demolition materials will not be permitted.

C. Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance.

D. Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a qualified person (CSP, CIH, CHST, CHMM, etc.), or as necessary by a professional engineer licensed to practice in the State of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

E. Equipment, haul routes, and disposal sites to be used in the demolition and disposal work. Copy of manifests showing delivery of disposed materials in accordance with the plan and permit conditions. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.

2.15 EXCAVATION OPERATIONS (CCR Title 8, Section 1541)

Before starting excavation activities more than 5 feet deep into which people shall enter, the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. All compliance documentation shall comply with the following CCR Title 8, Section 1541 requirements:

A. A copy of the Contractor's Excavation Permit.

B. Attention is directed to the applicable sections of the Labor Code concerning trench excavation safety plans, "Trench Safety." Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of that trench and any design calculations used in the preparation of the detailed plan. Excavations 20 feet or greater shall be engineered and plan stamped by a California registered professional engineer.

C. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench.

D. Excavations and trenches shall be inspected by a "Competent Person" daily and after every rainfall to determine if they are safe. Daily inspections shall be recorded. Documentation is to be kept on site and available for review upon request.

E. Excavations are considered class 'C' soil unless documented testing in accordance with 29 CFR Subpart P, Section 1926.650 and CCR Title 8 Standards supports a class 'B' soil classification and is confirmed and stamped by a California registered professional engineer. In no case will excavations be classified as class 'A' soil.

2.16 FALL PROTECTION (CCR Title 8, Sections 1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

A. Fall protection is required for workers exposed to falls in excess of six (6) feet.

B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

2.17 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (CCR Title 8, Section 3664)

CCR Title 8 defines backhoes as “industrial tractors”. All compliance documentation shall be provided as required by CCR Title 8, Section 3664. The following required documentation shall be provided to the Authority’s Project Manager, upon request, within 72 hours:

A. A copy of each operator’s certificate or a list of company-authorized industrial tractor operators that have been properly trained in the equipment’s use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

2.18 ELECTRICAL OPERATIONS

HIGH VOLTAGE (CCR Title 8, Sections 2700-2974)

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts, requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manger must be notified and must provide approval. The following required NFPA 70E certification and a certificate of training from a recognized organization of a two day high voltage safety training course shall be provided to the Authority’s Project Manager, upon request, within 72 hours:

A. A list of the name(s) of the company-designated high voltage Qualified Electrical Worker(s)

LOW VOLTAGE (CCR Title 8, Sections 2299-2599)

Only qualified persons shall work on electrical equipment or systems.

A. Electrical Certification of Training; Contractor employees working on or around electrical panels, wiring, motors, electrical energy sources or similar electrical devices shall have attended a NFPA 70E, Electrical Safety Course and provide to the OCTA Project Manager a copy of employees’ NFPA 70E qualification certificate of training for each employee assigned to electrical tasks on OCTA property or projects.

2.19 POWDER-ACTUATED TOOLS (CCR Title 8, Section 1685)

Before using tools such as “Hilti guns” or other powder-actuated tools, the following required documentation shall be provided to the Authority’s Project Manager, upon request, within 72 hours.

A. A copy of each qualified person’s valid operator card.

2.20 SCAFFOLDS (CCR Title 8, Sections 1635.1-1677)

Scaffold erection shall be in compliance with CCR Title 8 Standards. All compliance documentation shall be provided as required by CCR Title 8, Sections 1635.1-1677. In addition, the Contractor shall comply with the following additional requirements.

A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.

B. Contractor shall arrange for a third party inspection, at least quarterly, by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.

C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).

D. Contractor shall have a fall protection plan that meets CCR Title 8 Standards for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.

E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

2.21 WARNING SIGNS AND DEVICES

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority’s Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

2.22 STEEL ERECTION

Steel Erection scope activity shall comply with 29 CFR Subpart R, Section 1926.750, and CCR Title 8 Standards. In addition to OSHA Standards, Contractor shall comply with the following requirements.

A. Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall identify installation methods, equipment, and control methods to minimize potential fall hazards.

B. The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.

C. A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.

D. A qualified rigger shall inspect the rigging prior to each shift and each lift.

E. Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

2.23 AUDITS

A. The Authority may make periodic patrols of the project site as a part of its normal security and safety program. The Contractor shall not be relieved of its aforesaid responsibilities and the Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor, as a result of safety patrols by the Authority.

B. The Authority may audit the Contractor’s safety program for HSE compliance at various intervals of the project, at the sole discretion of the Authority. Elements may include, but are not limited to: OSHA injury & illness records and logs, Job Safety Analysis and safety plans, equipment operator licenses and training records, incident reports, meeting minutes, engineered plans, safety meeting records, crane and rigging plans, equipment inspection records, qualifications of and interviews with key Contractor management personnel, and other similar information. The Contractor shall support and cooperate with these audits at no additional compensation or schedule impacts with this contract.

2.24 RAILWAY SAFETY PRECAUTIONS

A. Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8 Standards, and the Southern California Regional Rail Authority (SCRRA).

B. New construction rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in 49 CFR, Part 214, CCR Title 8, SCRRA, the California Department of Transportation (CalTrans), and OCTA HSE Construction Management Requirements (i.e., item E references).

C. Minimum PPE for workers include hard hat, safety glasses, orange (i.e., rail company approved color) class 2 reflective vest, safety toe footwear that meets

ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

2.25 FINES

The Contractor shall be responsible for the payment of all fines levied against the Authority for HSE violations arising from or related to activities over which Contractor has responsibility per the contract..

2.26 COMPLIANCE COSTS

Compliance with Health, Safety and Environmental Compliance identified in these aforementioned Authority Safety Specifications shall be at the expense of the Contractor, and included in Bid Documents to the Authority for the Contractor's scope. The Authority shall incur no additional cost or schedule impacts by Contractor, for compliance with California Construction Safety Orders, CCR Title 8 Standards, Federal OSHA Standards, and the Authority Safety Specifications for the protection of persons and property.

2.27 REFERENCES

A. CCR Title 8 Standards (Cal/OSHA)
B. CFR Including 1910 and 1926 Standards
C. NFPA, NEC, ANSI, NIOSH Standards
D. USACE **Construction Quality Management Manuel (EM-385-1-1)**
E. Construction Industry Institute (CII)
F. OCTA Construction Management Procedures Manual
G. OCTA Yard Safety Rules

END OF DOCUMENT